

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11  
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DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)  
:  
Debtors. : (Jointly Administered)  
:  
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On December 22, 2008, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via electronic notification and (ii) upon the parties listed on Exhibit B hereto via postage pre-paid U.S. mail:

Order Under 11 U.S.C. §§ 363, 365, 1123, and 1146 and Fed.R.Bankr.P.2002, 6004, 6006, and 9014 Authorizing and Approving (I) Sale of Certain of Debtors' Assets Comprising Substantially All Assets of Debtors' Exhaust Emissions Business Free and Clear of Liens, Claims, and Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities ("Exhaust Sale Approval Order") (Docket No. 14604) [a copy of which is attached hereto as Exhibit C]

Dated: December 24, 2008

/s/ Evan Gershbein

Evan Gershbein

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24th day of December, 2008, by Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

## EXHIBIT A

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Shipman & Goodwin LLP	Jennifer L. Adamy	One Constitution Plaza		Hartford	CT	06103-1919	860-251-5811	860-251-5218	Counsel to Fortune Plastics Company of Illinois, Inc.; Universal Metal Hose Co.,
Sony Electronics Inc.	Lloyd B. Sarakin - Chief Counsel, Finance and Credit	1 Sony Drive	MD #1 E-4	Park Ridge	NJ	07656	201-930-7483		Counsel to Sony Electronics, Inc.
Squire, Sanders & Dempsey L.L.P.	Eric Marcks	One Maritime Plaza	Suite 300	San Francisco	CA	94111-3492		415-393-9887	Counsel to Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
Steinberg Shapiro & Clark	Mark H. Shapiro	24901 Northwestern Highway	Suite 611	Southfield	MI	48075	248-352-4700	248-352-4488	Counsel to Bing Metals Group, Inc.; General Transport International, Inc.; Crown Enterprises, Inc.; Economy Transport, Inc.; Logistics Insight Corp (LINC); Universal Am-Can, Ltd.; Universal Truckload Services, Inc.
Thaler & Gertler LLP	Andrew M. Thaler Esq	90 Merrick Ave Ste 400		East Meadow	NY	11554	516-228-3533	516-228-3396	Co-Counsel for David Gargis, Jimmy Mueller, and D. Keith Livingston
Thelen Reid Brown Raysman & Steiner LLP	David A. Lowenthal	875 Third Avenue		New York	NY	10022	212-603-2000	212-603-2001	Counsel to American Finance Group, Inc. d/b/a Guaranty Capital Corporation and Oki Semiconductor Company
Thelen Reid Brown Raysman & Steiner LLP	Marcus O. Colabianchi	101 Second St Ste 1800		San Francisco	CA	94105-3606	415-369-7301	415-369-8764	Counsel to Oki Semiconductor Company
Togut, Segal & Segal LLP	Albert Togut, Esq.	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	Conflicts counsel to Debtors
Tyler, Cooper & Alcorn, LLP	W. Joe Wilson	185 Asylum Street	CityPlace I 35th Floor	Hartford	CT	06103-3488	860-725-6200	860-278-3802	Counsel to Barnes Group, Inc.
Vorys, Sater, Seymour and Pease LLP	Robert J. Sidman, Esq.	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008	614-464-6422	614-719-8676	

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Warner Stevens, L.L.P.	Michael D. Warner	301 Commerce Street	Suite 1700	Fort Worth	TX	76102	817-810-5250	817-810-5255	Counsel to Electronic Data Systems Corp. and EDS Information Services, L.L.C.
Weiland, Golden, Smiley, Wang Ekwall & Strok, LLP	Lei Lei Wang Ekwall	650 Town Center Drive	Suite 950	Costa Mesa	CA	92626	714-966-1000	714-966-1002	Counsel to Toshiba America Electronic Components, Inc.
WL Ross & Co., LLC	Stephen Toy	1166 Avenue of the Americas		New York	NY	10036-2708	212-826-1100	212-317-4893	Counsel to WL. Ross & Co., LLC

Company	Contact	Address1	Address2	City	State	Zip
ENVIRONMENTAL PROTECTION AGENCY	MARCUS PEACOCK DEPUTY ADMINISTRATOR	ARIEL RIOS BUILDING	1200 PENNSYLVANIA AVE NW	WASHINGTON	DC	20460
ENVIRONMENTAL PROTECTION AGENCY	REGION 1	1 CONGRESS ST SUITE 1100		BOSTON	MA	02114-2023
ENVIRONMENTAL PROTECTION AGENCY	REGION 10	1200 SIXTH AVENUE		SEATTLE	WA	98101
ENVIRONMENTAL PROTECTION AGENCY	REGION 2	290 BROADWAY		NEW YORK	NY	10007-1866
ENVIRONMENTAL PROTECTION AGENCY	REGION 3	1650 ARCH ST		PHILADELPHIA	PA	19103-2029
ENVIRONMENTAL PROTECTION AGENCY	REGION 4	ATLANTA FEDERAL CENTER	61 FORSYTH ST SW	ATLANTA	GA	30303-3104
ENVIRONMENTAL PROTECTION AGENCY	REGION 5	77 WEST JACKSON BLVD		CHICAGO	IL	60604-3507
ENVIRONMENTAL PROTECTION AGENCY	REGION 6	FOUNTAIN PLACE 12TH FL STE 1200	1445 ROSS AVE	DALLAS	TX	75202-2733
ENVIRONMENTAL PROTECTION AGENCY	REGION 7	901 NORTH 5TH ST		KANSAS CITY	KS	66101
ENVIRONMENTAL PROTECTION AGENCY	REGION 8	999 18TH ST SUITE 500		DENVER	CO	80202-2466
ENVIRONMENTAL PROTECTION AGENCY	REGION 9	75 HAWTHORNE ST		SAN FRANCISCO	CA	94105
ENVIRONMENTAL PROTECTION AGENCY		ARIEL RIOS BUILDING	1200 PENNSYLVANIA AVE NW	WASHINGTON	DC	20460
EPA HAZARDOUS SUBSTANCE	SUPERFUND EPA REGION III	SUPERFUND ACCTG PO BOX 360515		PITTSBURGH	PA	15251
EPA HAZARDOUS SUBSTANCE	SUPERFUND YORK OIL SITE	US EPA REG II SUPERFUND ACCT	PO BOX 360188M	PITTSBURGH	PA	15251
EPA HAZARDOUS SUBSTANCE	SUPERFUND YORK OIL SITE	US EPA REG II SUPERFUND ACCT	PO BOX 360188M	PITTSBURGH	PA	15251
EPA HAZARDOUS SUBSTANCE SF	RELIABLE EQUIPMENT MI	ACCT NO 05297T126A SITE LE	PO BOX 70753	CHICAGO	IL	60673
EPA HAZARDOUS SUBSTANCE SF	RELIABLE EQUIPMENT MI	ACCT NO 05297T126A SITE LE	PO BOX 70753	CHICAGO	IL	60673
EPA HAZARDOUS SUBSTANCE SUPERF		C O MELLON BANK RM 153 2713	3 MELLON BANK CTR	PITTSBURGH	PA	15259
EPA HAZARDOUS SUBSTANCE SUPERFUND	US EPA RGN IV SUPERFUND ACCTG	PO BOX 100142		ATLANTA	GA	30384
EPA HAZARDOUS SUBSTANCE SUPERFUND		PO BOX 360582M		PITTSBURGH	PA	15251
EPA TRI DATA PROCESSING		PO BOX 1513		LANTHAM	MD	20703
US ENVIRO PROTECTION AGENCY REG 2	JANE M KENNY	REGIONAL ADMINISTRATOR	290 BROADWAY 26TH FL	NEW YORK	NY	10007
US ENVIRONMENTAL PROTECTION	AGENCY REGION II YORK OIL CO	SITE 83 CV 1623	PO BOX 360188M	PITTSBURGH	PA	15251
US ENVIRONMENTAL PROTECTION	AGENCY REGION II YORK OIL CO	SITE 83 CV 1623	PO BOX 360188M	PITTSBURGH	PA	15251
US ENVIRONMENTAL PROTECTION AGENCY	DAVID J KENNEDY	ASSISTANT US ATTORNEY SDNY	86 CHAMBERS ST 3RD FL	NEW YORK	NY	10007

Company	Contact	Address1	Address2	City	State	Zip
US ENVIRONMENTAL PROTECTION AGENCY	REGION 5	BLAURA RIPLEYSPRFUND EACT SECT	77 WEST JACKSON BLVD	CHICAGO	IL	60604
US ENVIRONMENTAL PROTECTION AGENCY	REGION 5	PO BOX 70753		CHICAGO	IL	60673
US ENVIRONMENTAL PROTECTION AGENCY		K W ZANK TRUST DIV A C5115114	611 WOODWARD AVE	DETROIT	MI	48226
US EPA	DIANA EMBIL	REGION 5 77 WEST JACKSON BLVD		CHICAGO	IL	60604-3590
US EPA	REGINALD PALLESEN	REGION 5 77 WEST JACKSON BLVD		CHICAGO	IL	60604-3590
US EPA	TOM NASH	REGION 5 77 WEST JACKSON BLVD		CHICAGO	IL	60604-3590
US EPA		C O RTP FINANCE	MAIL DROP D143 02	DURHAM	NC	27711
US EPA				ANN ARBOR	MI	48105
US EPA REGION 3		1650 ARCH ST	3PM52	PHILADELPHIA	PA	19103-2029
US EPA REGION 5	WILLIAM D MESSENGER	77 WEST JACKSON BLVD		CHICAGO	IL	60604-3590
US EPA REGION 8		999 18TH ST	SUITE 200	DENVER	CO	80202-2466
US EPA REGION4 ATLANTA FEDERAL CTR		61 FORSYTH ST SW		ATLANTA	GA	30303-3104
US EPA MAIL CODE 6205J		1200 PENNSYLVANIA AVE NW		WASHINGTON	DC	20460
USEPA REGION IV	GAIL GINSBERG REG ADMIN	77 W JACKSON		CHICAGO	IL	60604

Company	Contact	Address1	Address2	City	State	ZIP	Country
AEA Investors LLC	Mr Alan W Wilkinson	Managing Director	55 East 52nd St 35th Fl	New York	NY	10055	
AEA Investors LLC	Mr John F Cozzi Managing Director	55 East 52nd St 35th Fl		New York	NY	10055	
AEA Investors LLC	Ms Amy C Bevacqua Vice President	55 East 52nd St 35th Fl		New York	NY	10055	
American Industrial Partners	Mr Dino Cusumano Partner	535 Fifth Ave 32nd Fl		New York	NY	10017	
American Industrial Partners	Mr Kim A Marvin Partner	535 Fifth Ave 32nd Fl		New York	NY	10017	
American Industrial Partners	Mr Paul J Barnatter Partner & CFO	535 Fifth Ave 32nd Fl		New York	NY	10017	
AT&T	Glenn Paraskevin	12255 Delta St		Taylor	MI	48180	
Audax Management Company LLC	Mr Alex Nies	101 Huntington Ave 24th Fl		Boston	MA	02199	
Audax Management Company LLC	Mr Edward A Feuerstein	Principal Business Development	101 Huntington Ave 24th Fl	Boston	MA	02199	
Audax Management Company LLC	Mr Jay C Jester Managing Director	Director of Business Development	101 Huntington Ave 24th Fl	Boston	MA	02199	
Aurelius AG	Dr Dirk Markus CEO	Bavariaring 15		Munich		80336	Germany
Aurelius AG	Mr Donatus Albrecht Vice President	Bavariaring 15		Munich		80336	Germany
Baird Capital Partners Mgmt Company	Mr C Andrew Brickman Partner	227 West Monroe St Ste 1900		Chicago	IL	60606	
Baird Capital Partners Mgmt Company	Mr Matthew Parsons Analyst	227 West Monroe St Ste 1900		Chicago	IL	60606	
Bavaria Industriekapital AG	c/o York Investment Holdings	Mr Brendan Doyle Director	13 Upper Baggot Street Second Fl	Dublin		4	Ireland
BERU Aktiengesellschaft	Mr Marco Freiherr von Maltzan	Chairman Management Board	Morikestrabe 155	Ludwigsburg		71636	Germany
BERU Aktiengesellschaft	Mr Ulrich Ruetz CEO	Morikestrabe 155		Ludwigsburg		D-71636	Germany
BERU Aktiengesellschaft	Mr Wolf Friedle	Sitz Ludwigsburg Registergericht		Stuttgart		205087	Germany
Bienes Turgon	Mr Carlos Turner	Director of Business Development	Manuel Ordoñez 601 Col Centro	Santa Catarina	NL	66350	Mexico
BlackEagle Partners LLC	Mr Garrett P Kanehan Partner	6905 Telegraph Rd Ste 205		Bloomfield Hills	MI	48301	
BlackEagle Partners LLC	Mr Michael M Wheatley	6905 Telegraph Rd Ste 205		Bloomfield	MI	48301	
Blue Wolf Capital Management	Haranjeet Narulla Associate	48 Wall St 31st Fl		New York	NY	10005	
Blue Wolf Capital Management	Mr Josh Wolf Powers Partner	48 Wall St 31st Fl		New York	NY	10005	
Borla Monolith LLC	Mr Alexander Borla	101 North Fairfield Dr		Dover	DE	19901	
Borla Performance Industries Inc	Mr Alex Borla CEO	5901 Edison Dr		Oxnard	CA	93033	
Borla Romcat SA	Gheorghe Badea General Manager	Grupul Industrial Componente	Strada Street George Cosbuc No 35	Judetul Arges	Pitesti	Postal Code 0300	Romania
Bosal Nederland BV	Mr Karel Bos	p/a Dellestraat 20 3560 Lummen					Belgium
Butzel Long	Michael F Golab	Counsel to Bienes Turgon	Stoneridge West 41000 Woodward Ave	Bloomfield Hills	MI	48304	
Castle Harlan Inc	Mr Howard Weiss CFO	150 East 58th St 37th Fl		New York	NY	10155	
Castle Harlan Inc	Mr Marcel Fournier	Managing Director	150 East 58th St 37th Fl	New York	NY	10155	
Catco Catalytic Converters	Mr Matthew Bapple VP Finance	PO Box 428 4410 W 37th Ave		Hobart	IN	46342	
Chalmers Group	Mr Joseph Jeyanayagam CFO	6400 Northam Dr		Mississauga	ON	L4V 1J1	Canada
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Chicago Growth Partners	Mr Robert P Healy Partner	303 West Madison St Ste 2500		Chicago	IL	60606	
CI Capital Partners LLC	Mr Joost F Thesseling Principal	500 Park Ave 8th Fl		New York	NY	10022	
CI Capital Partners LLC	Ms Karla Nielson	500 Park Ave 8th Fl		New York	NY	10022	
CITIC Provident	Mr Boon L Chew Director	1120 Ave of the Americas Ste 1501		New York	NY	10036	
Cooper Standard Automotive Group	Mr Larry Beard	Director Corporate Development	39550 Orchard Hill PI PO Box 8034	Novi	MI	48375	
Crimson Investment	Mr Ian Morton Partner	530 Lytton Ave 2nd Fl		Palo Alto	CA	94301	
Duke Equity Partners	Mr Eric Brenner	Director Business Development	10866 Wilshire Blvd Ste 740	Los Angeles	CA	90024	
Eastern Manufacturing Inc	Mr George Schafer President	2151 Cabot Boulevard West		Langhorne	PA	19047	
EMCON Technologies	Mr Lee M Gardner	Chairman CEO and President	1050 Wilshire Dr Ste 200	Troy	MI	48084	

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GenNx360 Capital Partners	Mr Ian D Haft Principal	300 Park Ave 17th Fl		New York	NY	10022	
Graham Partners Inc	Mr Robert A Newbold	Managing Principal Ste 200	3811 West Chester Pike Bldg 2	Newtown Square	PA	19073	
Graham Partners Inc	Mr Tyler Griffin Associate	3811 West Chester Pike Building 2	Ste 200	Newtown Square	PA	19073	
Greenbriar Equity Group LLC	Mr Arvin Krishnamurthy Director	555 Theodore Fremd Ave Ste A 201		Rye	NY	10580	
Greenbriar Equity Group LLC	Mr John J Daileader	Managing Director	555 Theodore Fremd Ave Ste A 201	Rye	NY	10580	
Greenbriar Equity Group LLC	Mr Mohit Talwar Associate	555 Theodore Fremd Ave Ste A 201		Rye	NY	10580	
Gryphon Investors	Mr John M Rogers Principal	1 Market Plz Steuart Tower 24th Fl		San Francisco	CA	94105	
Gryphon Investors	Mr Patrick J Fallon Partner	1 Market Plz Steuart Tower 24th Fl		San Francisco	CA	94105	
Gryphon Investors	Ms Simona Golebiowska	1 Market Plz Steuart Tower 24th Fl		San Francisco	CA	94105	
Haldex AB	Mr Stefan Johansson CFO	Biblioteksgatan 11 Box 7200		Stockholm		10388	Sweden
Haldex AB	Mr Thomas Holm	VP Sales Europe and China	Biblioteksgatan 11 Box 7200	Stockholm		10388	Sweden
Harbour Group Ltd	Mr Zachary T Waltz	Director Corporate Development	7701 Forsyth Boulevard Ste 600	St Louis	MO	63105	
Hess Engineering Inc		191 Fir Rd		Niles	MI	49120	
HIG Capital LLC	Mr John Curtis	Associate Business Development	1001 Brickell Bay Dr	Miami	FL	33131	
HIG Capital LLC	Mr John R Black Managing Director	855 Boylston St 11th Fl		Boston	MA	02116	
HIG Capital LLC	Mr William J Nolan Principal	1650 Market St 36th Fl		Philadelphia	PA	19103	
Hilite Industries Inc	c/o KeyBanc Capital Markets	Mr Jeffrey Johnston Director	127 Public Square 6th Fl	Cleveland	OH	44114	
Hilite Industries Inc	Mr Joseph Carreras CEO	4100 Key Center 127 Public Square		Cleveland	OH	44114	
Hilite Industries Inc	Mr Michael T Kestner CFO	4100 Key Center 127 Public Square		Cleveland	OH	44114	
Hunt Special Situations Group	Mr Benjamin D Nelson	VP and General Counsel	1900 North Akard St	Dallas	TX	75201	
Hunt Special Situations Group	Mr Philip A Arra President	1900 North Akard St		Dallas	TX	75201	
Hunt Special Situations Group	Mr Steve Muns Senior Associate	1900 North Akard St		Dallas	TX	75201	
Industrial Growth Partners	Mr Eric D Heglie Partner	100 Spear St Ste 1500		San Francisco	CA	94105	
Industrial Opportunity Partners	Mr Ken M Tallering	Senior Managing Director	1603 Orrington Ave Ste 700	Evanston	IL	60201	
Insight Equity	Mr Jimmy Crain Analyst	1400 Civic Place Ste 250		Southlake	TX	76092-7641	
Insight Equity	Mr Robert M Strauss Principal	1400 Civic Place Ste 250		Southlake	TX	76092-7641	
J Eberspächer GmbH & Co	Mr Thomas Wuensche CEO Exhaust Tech	and Member of the Executive Board	Homburger StraBe 95	Neunkirchen		66539	Germany
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Jefferies Capital Partners	Mr Nicholas Daraviras	Managing Director	520 Madison Ave 12th Fl	New York	NY	10022	
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JPMorgan Chase Bank NA	As Administrative Agent	Lien Perfection Unit	PO Box 2558	Houston	TX	77252	
Katcon SA de CV		Av Manuel Ordóñez 601		Centro Santa Catarina	Nuevo Leon	66350	Mexico
Kettering University		1700 W 3rd Ave		Flint	MI	48504	
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KPS Capital Partners LP	Mr Michael G Psaros	Managing Partner	485 Lexington Ave 31st Fl	New York	NY	10017	
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Laurian Capital Corporation	Mr David C Sinclair President	265 Woodland Ave		Winnetka	IL	60093	
Linamar Corporation	Mr Brian Ahlbom	VP Corporate Development	Travelers Tower 1 26555 Evrgreen Rd	Southfield	MI	48076	
Lincolnshire Management Inc	Mr Oltavio Serena di Lapigio	Managing Director	780 Third Ave 40th Fl	New York	NY	10017	
M J D Aniello and Associated LLC		239 Ravineside Dr		Milford	MI	48381-2865	
Marathon Asset Management	Mr Gregory Resnick	One Bryant Park		New York	NY	10036	
Marathon Asset Management	Mr Wray T Thorn	Managing Director Private Equity	One Bryant Park	New York	NY	10036	
Marlin Equity Partners LLC	Mr Peter Spasov	Director Business Development	2121 Rosecrans Ave Ste 2370	El Segundo	CA	90245	
Marlin Equity Partners LLC	Mr Ryan T Laurin	2121 Rosecrans Ave Ste 4325		El Segundo	CA	90245	
Minda Group	Mr Vikas Jain Gen Manager Finance	Village Nawada Fatehpur	PO Sikanderpur Badda Distt Gurgaon	Haryana		122004	India
Monomoy Capital Partners LLC	Mr Nathan R Richey Vice President	142 W 57th St 17th Fl		New York	NY	10019	
Monomoy Capital Partners LLC	Mr Stephen Presser Partner	142 W 57th St 17th Fl		New York	NY	10019	

Company	Contact	Address1	Address2	City	State	ZIP	Country
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Morgenthaler Partners	Mr John D Lutsi General Partner	222 Berkeley St 20th Fl		Boston	MA	02116	
MPC Partners LLP	Mr Greg MacLeod	3rd Fl Albemarle House	1 Albemarle Street	London		W1S 4HA	England
Nautic Partners LLC	Mr James A Beakey Vice President	50 Kennedy Plaza 12th Fl		Providence	RI	02903	
Nautic Partners LLC	Mr Michael W Joe Managing Director	50 Kennedy Plaza 12th Fl		Providence	RI	02903	
Nicolet Capital Investors LLC	Mr Brett A Snyder CFA President	980 North Michigan Ave Ste 1400		Chicago	IL	60611	
Nogales Investors Management LLC	Mr Omar Karami Principal	9229 West Sunset Blvd Ste 900		Los Angeles	CA	90069	
OpenGate Capital	Mr Dionisio Lucchesi Director	8383 Wilshire Boulevard Ste 950		Beverly Hills	CA	90211	
Orlando Management GMBH	Dr Henrik Fastrich	Am Platzl 4 Orlandohaus		Munchen		80331	Germany
Orlando Management GMBH	Mr Florian Pape Partner	Am Platzl 4 Orlandohaus		Munchen		80331	Germany
Orlando Management GMBH	Mr Hans Gottwald	Am Platzl 4 Orlandohaus		Munchen		80331	Germany
Performance Holdings Group	Mr JM Bardia Managing Partner	71 North Greenwich Rd		Armonk	NY	10504	
Platinum Equity LLC	Mr Dan Krasner	250 Park Ave 3rd Fl		New York	NY	10177	
Platinum Equity LLC	Mr Jordan Roker	Manager Business Development	360 North Crescent Dr South Bldg	Beverly Hills	CA	90210	
Platinum Equity LLC	Mr Luke J Johnson Senior VP	360 North Crescent Dr S Building		Beverly Hills	CA	90210	
Pouschine Cook Capital Management	Mr Daniel Balzora Associate	375 Park Ave Ste 3408		New York	NY	10152	
Pouschine Cook Capital Management	Mr John L Pouschine	Managing Director	375 Park Ave Ste 3408	New York	NY	10152	
Pridgeon and Clay	Al Bolt	50 Cottage Grove SW		Grand Rapids	MI	49507-1685	
Quad C Management Inc	Mr Matthew Engel	Director of Corporate Development	230 East High St	Charlottesville	VA	22902	
Quad C Management Inc	Mr Richard W Wiltshire III	Senior Associate	230 East High St	Charlottesville	VA	22902	
Quilvest Private Equity	Mr Alex Latushkin Analyst	598 Madison Ave 8th Fl		New York	NY	10022	
Quilvest Private Equity	Mr Elan A Schultz Managing Partner	598 Madison Ave 8th Fl		New York	NY	10022	
Resilience Capital Partners LLC	Mr Bassem A Mansour	Managing Partner	25201 Chagrin Blvd Ste 360	Cleveland	OH	44122	
Resilience Capital Partners LLC	Mr Klaus D Luhta Legal Intern	25201 Chagrin Blvd Ste 360		Cleveland	OH	44122	
Resilience Capital Partners LLC	Mr Steven H Rosen Managing Partner	25201 Chagrin Blvd Ste 360		Cleveland	OH	44122	
Roche Investment Holdings AG	Mr Robert Roche Managing Director	12 Upjohn Road		Toronto	ON	M3B 2V9	Canada
Sango Co Ltd	Karen Miyashiro Masahi Ota	Overseas Project Development	3 Fukuta Miyoshi cho Nishikamo gun	Aichi Ken		470-0224	Japan
Saw Mill Capital LLC	Mr Scott Rubino Associate	555 Pleasantville Rd S Bldg Ste 220		Briarcliff Manor	NY	10510	
Saw Mill Capital LLC	Mr Timothy J Nelson Principal	555 Pleasantville Rd S Bldg Ste 220		Briarcliff Manor	NY	10510	
Sejong Industrial Co Ltd	c/o Hana Investment Bank	Mr Chan Keun Lee Kevin Presidnt CEO	23 3 Yeouido Dong Youngdeungpo Gu	Seoul		150-709	Korea
Sejong Industrial Co Ltd	c/o Hana Investment Bank	Mr Jung Han Choi	23 3 Yeouido Dong Youngdeungpo Gu	Seoul		150-709	Korea
Sejong Industrial Co Ltd	Mr Saewan Kim	Sejong B/D 11F 97 23	Nonhyun dong Kangnam gu	Seoul		135-010	South Korea
Sengton Transportation Implement	Company Ltd	32616 No 32 Gong 5 Road	Lungten Taoyuan	Taiwan			China
Servintec co Burnham Securities Inc	Mr Jay Linde Managing Director	1325 Ave of the Americas 26th Fl		New York	NY	10019	
Sorenson Capital Partners LP	Mr Michael Scott Senior Associate	3098 W Executive Parkway Ste 200		Lehi	UT	84043	
Sun Capital Partners Inc	Mr Kevin E Feinblum Principal	100 Park Ave 33rd Fl		New York	NY	10017	
Sun Capital Partners Inc	Mr Michael Ching	100 Park Ave 33rd Fl		New York	NY	10017	
Tenneco Automotive Inc	Ms Maritza Gibbons CFA	VP Strategic Planning & Bsiness Dev	500 North Field Dr	Lake Forest	IL	60045	
The Gores Group LLC	Mr Daniel J Gray	Director Business Development	10877 Wilshire Blvd Ste 1805	Los Angeles	CA	90024	
The Gores Group LLC	Mr Dave Leeney	10877 Wilshire Blvd Ste 1805		Los Angeles	CA	90024	
The Renco Group Inc	Mr Marvin M Koenig Executive VP	30 Rockefeller Plaza 42nd Fl		New York	NY	10112	
The Sterling Group Inc	Mr Brad Staller	Eight Greenway Plaza Ste 702		Houston	TX	77046	
The Sterling Group Inc	Mr Francis Carr Senior Associate	Eight Greenway Plaza Ste 702		Houston	TX	77046	
Tooling Technologies Inc		10179 South 57th St		Franklin	WI	53132	

Company	Contact	Address1	Address2	City	State	ZIP	Country
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Ultra Fit	Mr Don Hockin President	1840 Courtneypark Dr E		Mississauga	ON		Canada
Valeo SA	Mr Stephane Dupuy	43 Rue Bayen		Paris Cedex 17		75848	France
Valeo SA	Mr Zyad Bahsoun Mergers/Acquisition	43 Rue Bayen		Paris Cedex 17		75848	France
Vconverter Corporation	Mark Midgley	10505 Plaza Dr Bldg C		Whitmore Lake	MI	48189	
Versa Capital Management Inc	Mr Jeffrey B Armbrister	Cira Centre 2929 Arch St		Philadelphia	PA	19104-2868	
Versa Capital Management Inc	Mr Seth E Lemler	Operating Principal	535 Madison Ave 5th Fl	New York	NY	10022	
Versa Capital Management Inc	Thomas A Kennedy Esq	Cira Centre 2929 Arch St		Philadelphia	PA	19104-2868	
Wanxiang America Corporation	Mr Gary Wetzel	88 Airport Rd		Elgin	IL	60123	
Wanxiang America Corporation	Mr Pin Ni President	88 Airport Rd		Elgin	IL	60123	
Wynnchurch Capital	Mr Derek Ferguson Senior Associate	6250 North River Rd Ste 10 100		Rosemont	IL	60018	
Wynnchurch Capital	Mr Frank G Hayes Partner	6250 North River Rd Ste 10 100		Rosemont	IL	60018	

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 Delphi Corporation  
 Special Parties

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Adair Co Mo	Adair Co Collector	County Courthouse	106 W Washington St	Kirksville	MO	63501
Adams County In	Adams County Treasurer	313 W Jefferson St		Decatur	IN	46733
Addison Village Of	Treasurer	211 N Steer St		Addison	MI	49220
Adrian City Of Lenawee	Treasurers Office	100 E Church St		Adrian	MI	49221
Aiken Co Sc	Aiken Co Tax Treasurer	PO Box 636		Aiken	SC	29802
Alabama Department Of Revenue	Business Privilege Tax Unit	PO Box 327431		Montgomery	AL	36132-7431
Alabama Department Of Revenue	Individual & Corporate Tax Division	Corporate Income Section	PO Box 327430	Montgomery	AL	36132-7430
Alabama Dept Of Revenue	Sales Use & Business Tax Division	PO Box 327710		Montgomery	AL	36132
Alabama Etowah County	Sales Tax Division Lgrec Inc	PO Box 1324		Hartselle	AL	35640
Alameda County Tax Collector		1221 Oak St Room 131		Oakland	CA	94612
Alatax		PO Box 830725		Birmingham	AL	35683
Alief Isd Tx	Alief Isd Tax Office	14051 Bellaire Blvd		Houston	TX	77803
Allen County In	Treasurer Of Allen County	PO Box 2540		Fort Wayne	IN	46801
Allen County Treasurer		One East Main St Room 100		Fort Wayne	IN	46801-2540
Allen County Treasurer		PO Box 123		Lima	OH	45802
Alma City Of Gratiot		525 E Superior St	Box 278	Alma	MI	48801
Anderson Co Sc	Anderson Co Treasurer	PO Box 8002		Anderson	SC	29622
Anderson Co Tn	Anderson County Trustee	101 N Main St	Room 203	Clinton	TN	37716
Angelina Co Tx	Angelina Co Tax Assessor Collector	PO Box 1344		Lufkin	TX	75902
Angelina County	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Annual Report Processing Center	Secretary Of State North Dakota	600 E Blvd Ave Dept 108	PO Box 5513	Bismarck	ND	58506-5513
Arizona Corporation Commission	C/o Annual Reports	Corporations Division	1300 W Washington	Phoenix	AZ	85007-2929
Arizona Department Of Revenue		PO Box 29079		Phoenix	AZ	85038-9079
Arkansas Secretary Of State	Business And Commercial Services	PO Box 8014		Little Rock	AR	72203-8014
Ashtabula County Treasurer		25 W Jefferson St		Jefferson	OH	44047
Autauga County Al	Autauga County Revenue Commissioner	218 North Court St		Prattville	AL	36067
Baldwin County Al	Baldwin County Revenue Commissioner	PO Box 1549		Bay Minette	AL	36507
Bangor Twp Bay	Treasurer	180 State Pk Dr		Bay City	MI	48706
Bartholomew County In	Bartholomew County Treasurer	PO Box 1986		Columbus	IN	47202
Bay City City Of Bay	Treasurer	301 Washington Ave		Bay City	MI	48708
Bay County Tax Collector	Co Jerry W Gerde Esq	239 E 4th St		Panama City	FL	32401
Bd Of Ed South Western City Sch Dst	Treasurer	3805 Marlane Dr		Grove City	OH	43123
Bedford Co Tn	Bedford County Trustee	102 North Side Square		Shelbyville	TN	37160
Ben Hill County Ga	Ben Hill County Tax Commissioner	PO Box 1393		Fitzgerald	GA	31750
Berkley City Of Oakland		3338 Coolidge Hwy		Berkley	MI	48072
Bexar Co Tx	Bexar Co Tax Assessor / Collector	PO Box 2903		San Antonio	TX	78299

Company	Contact	Address1	Address2	City	State	Zip
Bexar County	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205
Blackford County In	Blackford County Treasurer	PO Box 453		Hartford City	IN	47348
Board Of County Commissioners Of Johnson County Kansas	Johnson County Legal Dept	Johnson County Admin Bldg	111 S Cherry St Ste 3200	Olathe	KS	66061-3441
Board Of Equalization		PO Box 942879		Sacramento	CA	94279
Boone Co Ky	Boone County Sheriff	PO Box 198		Burlington	KY	41005
Boulder Co Co	Boulder County Treasurer	PO Box 471		Boulder	CO	80306
Boulder County Treasurer	Bob Hullinghorst	PO Box 471		Boulder	CO	80306
Bourbon Co Ky	Bourbon County Sheriff	301 Main St		Paris	KY	40361
Bowie Independent School District	Andrew Dylan Wood	Ray Wood & Bonilla Lip	PO Box 165001	Austin	TX	78716
Brevard County Tax Collector		PO Box 2020		Titusville	FL	32781
Brighton City Of Livingston	Treasurer	200 N First St		Brighton	MI	48116
Brighton Twp Livingston	Treasurer	4363 Buno Rd		Brighton	MI	48114
Brownsville Isd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35	PO Box 17428 7428	Austin	TX	78760-7428
Brownsville Isd Tx	Brownsville Isd Tax Office	PO Box 4050		Brownsville	TX	78523
Buena Vista Twp Saginaw	Buena Vista Twp Treasurer	1160 S Outer Dr		Saginaw	MI	48601
Bureau Of Customs Border Protection	Commisioner	Department Of Homeland Security	1300 Pennsylvania Ave Nw	Washington	DC	20229
Burkburnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307
Burkburnett Isd Tx	Burkburnett Isd Tax Office	PO Box 608		Burkburnett	TX	76364
Burton City Of Genesee	Treasurer	4303 S Ctr Rd		Burton	MI	48519
Butler Co Ky	Butler County Sheriff	PO Box 100		Morgantown	KY	42261
Butler Co Mo	Butler Co Courthouse	100 N Main		Poplar Bluff	MO	63901
Butler County Treasurer	Government Services Building	315 High St 10th Fl		Hamilton	OH	45011
Byron Twp Kent	Treasurer	8085 Byron Ctr Ave Sw		Byron Ctr	MI	49315
Cabarrus Co Nc	Cabarrus Co Tax Collector	65 Church St Se		Concord	NC	28026
California Secretary Of State	Statement Of Information Unit	PO Box 944230		Sacramento	CA	94244-2300
Cameron Co Tx	Cameron Co Tax Assessor/collector	PO Box 952		Brownsville	TX	78522
Cameron County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Campbell Co Va	County Of Campbell Treasurer	PO Box 37		Rustburg	VA	24588
Campbell County Treasurers Office		PO Box 37		Rustburg	VA	24588
Canada Border Service Agency	Mr Alain Jolicoeur	191 Laurier Ave West	15th Fl	Ottawa	ON	K1A 0L8
Canada Customs And Revenue Agency		275 Pope Rd Ste 103		Summerside Pe		C1N 6A2
Canton Twp	Treasurer	PO Box 87010		Canton	MI	48187
Carolyn P Bowers Montgomery County Trustee		PO Box 1005		Clarksville	TN	37041

Company	Contact	Address1	Address2	City	State	Zip
Carrollton Farmers Branch Independent School District	Andrea Sheehan	Law Offices Of Robert E Luna P C	4411 N Central Expressway	Dallas	TX	75205
Carrollton Farmers Branch Isd Tx	School Tax Assessor / Collector	PO Box 110611		Carrollton	TX	75011
Cass County In	Cass County Treasurer	200 Court Pk		Logansport	IN	46947
Catawba Co Nc	Catawba Co Tax Collector	PO Box 368		Newton	NC	28658
Cca Municipal Income Tax		1701 Lakeside Ave		Cleveland	OH	44114-1179
Charter Township Of Brighton	Harris & Linterski	822 E Grand River		Brighton	MI	48116
Chelsea		305 S Main St	Ste 100	Chelsea	MI	48118
Cherokee Co Ga	Cherokee Bd Of Collector	100 North St		Canton	GA	30114
Chesterfield Co Sc	Chesterfield Co Tax Treasurer	PO Box 750		Chesterfield	SC	29709
Chris Hughes Okaloosa County Tax Collector	Philip A Bates Pa	PO Box 1390		Pensacola	FL	32591-1390
Christian Co Ky	Christian County Sheriff	501 S Main St		Hopkinsville	KY	42240
Cincinnati Income Tax Division		805 Central Ave	Ste 600	Cincinnati	OH	45202-5756
City & County Of Denver Co	Treasury Division	144 W Colfax Ave / PO Box 17420		Denver	CO	80217
City And County Of Denver Treasury	Attn Karen Katros Bankruptcy Analys	Mcnichols Civic Ctr Bldg	144 W Colfax Ave Room 384	Denver	CO	80202-5391
City If Bristol Ct	City If Bristol Tax Collector	PO Box 1040		Bristol	CT	06011
City Income Tax	Room G 29	142 W Michigan Ave		Lansing	MI	48933-1697
City Of Akron Ohio	Income Tax Division	1 Cascade Plaza 11th Fl		Akron	OH	44308-1100
City Of Bowling Green Ky	Treasury Division	PO Box 430		Bowling Green	KY	42102-0430
City Of Brookhaven Ms	City Tax Collector	PO Box 560		Brookhaven	MS	39602
City Of Brownsville Tn	City Clerk	PO Box 375		Brownsville	TN	38012
City Of Chester Ct	City Of Chester Tax Collector	PO Box 314		Chester	CT	06412
City Of Clinton Tn	Clinton City Recorder	100 Bowling St	City Hall	Clinton	TN	37716
City Of Columbia		707 N Main St		Columbia	TN	38401
City Of Columbia Ms	City Of Columbia Tax Office	201 2nd St		Columbia	MS	39429
City Of Coopersville	Law Weathers & Richardson Pc	333 Bridge St Ste 800		Grand Rapids	MI	49504
City Of Dayton	Attn Tax Collections	City Of Dayton Finance Department	101 W Third St	Dayton	OH	45402
City Of Dayton	Department Of Finance	Division Of Revenue & Taxation	PO Box 1830	Dayton	OH	45401-1830
City Of Dayton Income Tax		PO Box 2806		Dayton	OH	45401-2806
City Of Dearborn	James J Oconnor Treasurer	City Hall	13615 Michigan Ave	Dearborn Michigan		
City Of Derby Ct	City Of Derby	35 5th St	City Hall	Derby	CT	06418
City Of Dry Ridge Ky	City Of Dry Ridge	PO Box 145	31 Broadway	Dry Ridge	KY	41035
City Of Dunn Nc	City Of Dunn Tax Collector	PO Box 1107		Dunn	NC	28335
City Of El Paso	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205
City Of Fitzgerald Ga	City Of Fitzgerald	Minicipal Building	116 N Johnston St	Fitzgerald	GA	31750
City Of Flint	Douglas Bingaman	1101 S Saginaw St		Flint	MI	48502

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Company	Contact	Address1	Address2	City	State	Zip
City Of Flint Eft	Douglas M Philpott	503 S Saginaw St Ste 1415		Flint	MI	48502
City Of Franklin	Tax Collector	PO Box 705		Franklin	TN	37065
City Of Franklin Tn	City Of Franklin	Property Tax Office	109 3rd Ave S Ste 143	Franklin	TN	37064
City Of Gallatin Tn	Gallatin City Recorder	132 W Main St	Room 111	Gallatin	TN	37066
City Of Germantown Tn	City Of Germantown	PO Box 38809		Germantown	TN	38183
City Of Gordonsville Tennessee	Jamie D Winkler Esq Bellar & Winkler	212 Main St N	PO Box 332	Carthage	TN	37030
City Of Gordonsville Tn	Gordonsville City Clerk	PO Box 357	105 S Main St	Gordonsville	TN	38563
	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
City Of Harlingen	Harlingen Tax Office	305 E Jackson Ste 102	PO Box 1343	Harlingen	TX	78551
City Of Hazlehurst Ms	City Of Hazlehurst Tax Office	PO Box 314		Hazlehurst	MS	39083
City Of Henderson Ky	City Of Henderson Collector	PO Box 716		Henderson	KY	42419
City Of Hendersonville Tn	City Of Hendersonville	Property Tax Collector	One Executive Pk Dr	Hendersonville	TN	37075
City Of Jasper Ga	City Of Jasper Tax Dept	200 Burnt Mountain Rd		Jasper	GA	30143
City Of Kettering Tax Division		PO Box 293100		Kettering	OH	45429-9100
City Of Knoxville Tn	City Of Knoxville	PO Box 59031		Knoxville	TN	37950
City Of Lake City	City Of Lake City Tax Dept	5455 Jonesboro Rd		Lake City	GA	30260
City Of Laredo	C O Laura L Gomez	212 Flores Ave		Laredo	TX	78040
City Of Laredo Tx	City Of Laredo Tax Assessor	/ Collector	PO Box 6548	Laredo	TX	78042
City Of Lebanon Tn	Commissioner Of Finance	200 Castle Heights Ave		Lebanon	TN	37087
City Of Lockport Ny	City Of Lockport	1 Locks Plaza		Lockport	NY	14094
City Of Lordstown Ohio		1455 Salt Springs Rd		Warren	OH	44481
City Of Lynchburg Va	City Of Lynchburg	PO Box 9000		Lynchburg	VA	24505
City Of Mcallen Tx	City Of Mcallen Tax Office	PO Box 3786		Mcallen	TX	78502
City Of Monroe Mo	City Of Monroe City	PO Box 67		Monroe	MO	63456
City Of Moraine	Department Of Taxation	4200 Dryden Rd		Moraine	OH	45439-1495
City Of N Kansas Mo	City Hall / City Collector	PO Box 7468	2010 Howell St	N Kansas City	MO	64116
City Of Naugatuck Ct	City Of Naugatuck Tax Collector	229 Church St		Naugatuck	CT	06770
City Of New Brunswick Nj	City Of New Brunswick	78 Bayard St		New Brunswick	NJ	08901
City Of North Kansas City		2010 Howell St		North Kansas City	MO	64116
City Of Norwich Ct	City Of Norwich Tax Collector	100 Broadway		Norwich	CT	06360
City Of Oak Creek Wi	City Of Oak Creek	8640 S Howell Ave		Oak Creek	WI	53154
City Of Poplar Bluff Mo	City Of Poplar Bluff Mo	191 Oak St		Poplar Bluff	MO	63901
City Of Portland		111 Sw Columbia St	Ste 600	Portland	OR	97201-5840
City Of Portland Tn	Portland Tax Collector	100 S Russell		Portland	TN	37148
City Of Pulaski		PO Box 633		Pulaski	TN	38478
City Of Radford Va	Treasurer City Of Radford	619 2nd St	Room 164	Radford	VA	24141
City Of Rochester Ny	City Of Rochester Treasurer	30 Church St		Rochester	NY	14614

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Company	Contact	Address1	Address2	City	State	Zip
City Of San Marcos	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
City Of Selmer Tn	City Tax Collector	144 N 2nd St		Selmer	TN	38375
City Of Shelbyville Tn	Shelbyville Treasurer	201 N Spring St		Shelbyville	TN	37160
City Of Southington Ct	City Of Southington Tax Collector	PO Box 579		Southington	CT	06489
City Of Toledo	Division Of Taxation	One Government Ctr Ste 2070		Toledo	OH	43604-2280
City Of Torrington Ct	City Of Torrington Tax Collector	PO Box 839		Torrington	CT	06790
City Of Tuscaloosa	Revenue Dept	PO Box 2089		Tuscaloosa	AL	35603
City Of Vandalia		333 James E Bohanan Memorial Dr		Vandalia	OH	45377
City Of Walker	Income Tax Administrator	PO Box 153		Grand Rapids	MI	49501-0153
City Of Warren Income Tax		PO Box 230		Warren	OH	44482
City Of Waterbury Ct	City Of Waterbury Tax Collector	PO Box 2556		Waterbury	CT	06723
City Of Watertown Ct	City Of Watertown Tax Collector	PO Box 224		Watertown	CT	06795
City Of Wentzville Mo	City Collector	310 W Pearce Blvd		Wentzville	MO	63385
City Of Wichita Falls Tx	Director Of Finance	City Of Wichita Falls	PO Box 1431	Wichita Falls	TX	76307
Clark Co Nv	Clark County Assessor	500 S Grand Central Pkwy	PO Box 551401	Las Vegas	NV	89155
Clark Co Wa	Clark County Treasurer	PO Box 9808		Vancouver	WA	98666
Clark County Ar	Clark County Courthouse	401 Clay St		Arkadelphia	AR	71923
Clark County Treasurer		31 N Limestone St	PO Box 1305	Springfield	OH	45502
Clay Co Mo	Clay County Collector	PO Box 219808		Kansas City	MO	64121
Clayton County Ga	Clayton County Tax Commissioner	121 S McDonough St	Courthouse Annex 3 2nd Fl	Jonesboro	GA	30236
Cleveland Co Nc	Cleveland Co Tax Collector	PO Box 370		Shelby	NC	28151
Clinton City Recorder		100 Bowling St City Hall		Clinton	TN	37716
Clinton County In	Clinton County Treasurer	220 Courthouse Sq		Frankfort	IN	46041
Clio City Of Genesee	City Treasurer	505 W Vienna St		Clio	MI	48420
Cobb County Ga	Cobb County Tax Commissioner	100 Cherokee St	Ste 250	Marietta	GA	30090
Collector Of Revenue		41 S Central Ave		Clayton	MO	63105
Collin Co Tx	Collin Co Tax Assessor / Collector	PO Box 8006		Mckinney	TX	75070
Collin County Tax	Gay McCall Isaacks Et Al	777 E 15th St		Plano	TX	75074
Colorado Department Of Revenue				Denver	CO	80261-0006
Columbiana County Treasurer		PO Box 469		Lisbon	OH	44432-1255
Comal Co Tx	Comal Co Tax Assessor / Collector	311445		New Braunfels	TX	78131
Commissioner Of Revenue Services	Department Of Revenue Services	PO Box 2936		Hartford	CT	06104-2936
Commonwealth Of Kentucky Department Of Revenue	Wendy L Stephens Kentucky Department Of Revenue	100 Fair Oaks 5th Fl	PO Box 491	Frankfort	KY	40602-0491
Commonwealth Of Massachusetts Department Of Revenue	Anne Chan	Bankruptcy Unit Mdr	PO Box 9564	Boston	MA	02114-9564
Comptroller Of Maryland		Revenue Administration Division		Annapolis	MD	21411-0001
Comptroller Of Public Accounts	Texas Sales & Use Tax Division	111 E 17th St		Austin	TX	78774

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Company	Contact	Address1	Address2	City	State	Zip
Connecticut Department Of Revenue Services	C&e Division Bankruptcy Section	25 Sigourney St		Hartford	CT	06106-5032
Connecticut Secretary Of State	Document Review	30 Trinity St PO Box 150470		Hartford	CT	06106-0470
Contra Costa County Collector		PO Box 631		Martinez	CA	94553
Coopersville City Of Ottawa		289 Danforth St		Coopersville	MI	49404
Copiah County	Tax Collector	PO Box 705		Hazlehurst	MS	39083
Corporation Income Tax Section		PO Box 919		Little Rock	AR	72203-0919
Corporation Tax Return Processing	Iowa Department Of Revenue	PO Box 10468		Des Moines	IA	50306-0468
County Of Comal	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of Denton		5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of Hays	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of San Bernardino	Office Of The Tax Collector	172 W 3rd St		San Bernardino	CA	92415
County Of Santa Clara	Tax Collector	County Government Ctr E Wing	70 W Hedding St	San Jose	CA	95110
County Of Tuscaloosa	Use Tax Return	PO Box 20738		Tuscaloosa	AL	35402
Crawford County Treasurer		PO Box 565		Bucyrus	OH	44820
Customs Counsel Us & Canada	Chet Wilson Delphi Corporation	5825 Delphi Dr	M/c 480 410 228	Troy	MI	48098
Cuyahoga County Treasurer		1219 Ontario St Rm 112		Cleveland	OH	44113-1697
Cypress Fairbanks Isd	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Dallas County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Dallas County Tx	Dallas County Tax Assessor	/ Collector	500 Elm St	Dallas	TX	75202
Darke County Treasurer		504 S Broadway		Greenville	OH	45331
Davidson Co Tn	Davidson County Trustee	800 2nd Ave N	Ste 2	Nashville	TN	37201
Daviess Co Ky	Daviess County Sheriff	212 St Ann St		Owensboro	KY	42303
Dc Office Of Tax & Revenue	Corporation Estimated Franchise Tax	PO Box 96019		Washington	DC	20090-6019
Dc Office Of Tax & Revenue		6th Fl 941 North Capitol St Ne		Washington	DC	20002-4265
Dc Treasurer	Dept Of Consumer And Regulatory Affairs Business & Professional	Licensing Admin PO Box 92300	Corporations Division PO Box 92300	Washington	DC	20090
Dearborn City Of Wayne		PO Box 4000		Dearborn	MI	48126
Dearborn Countyin	Dearborn County Treasurer	215b W High St	New Adminstration Bldg	Lawrenceburg	IN	47025
Dekalb County Al	Dekalb County Revenue Commissioner	206 Grand Ave Sw		Fort Payne	AL	35967
Dekalb County In	Dekalb County Treasurer	100 S Main St Courthouse		Auburn	IN	46706
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015-1799
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015
Delaware Division Of Revenue		PO Box 8719		Wilmington	DE	19899-8719
Delaware Division Of Revenue		PO Box 8751		Wilmington	DE	19899-8751
Delta Twp Eaton	Treasurer	7710 W Saginaw Hwy		Lansing	MI	48917

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Company	Contact	Address1	Address2	City	State	Zip
Denton Co Tx	Denton Co Tax Assessor/collector	PO Box 1249		Denton	TX	76202
Department Of Licensing		PO Box 9048		Olympia	WA	98507-9048
Department Of Revenue Services		PO Box 2974		Hartford	CT	06104-2974
Department Of The Treasury Internal Revenue Service	Internal Revenue Service	290 Broadway 5th Fl		New York	NY	10007
Detroit City Income Tax		2 Woodward	Room B 3	Detroit	MI	48226
Detroit City Of Wayne	Department 268301	City Of Detroit Property Tax	PO Box 55000	Detroit	MI	48255
Director Department	Office Of The Illinois State Treasu	1 West Old State Capitol Plaza		Springfield	IL	62701
Director Of Finance	City Of Elizabethtown	PO Box 550		Elizabethtown	KY	42702-0550
Division Of Corporations	Annual Report Section	PO Box 6850		Tallahassee	FL	32314
Division Of Corporations	Nys Department Of State	41 State St		Albany	NY	12231-0002
Donetta Davidson Secretary Of State	Department Of State	1560 Broadway Ste 200		Denver	CO	80202
Doug Belden Hillsborough County Tax Collector	Attn Doug Belden	601 E Kennedy Blvd 14th Fl		Tampa	FL	33602
Dubois County In	Dubois County Treasurer	1 Courthouse Sq		Jasper	IN	47546
Dyer Co Tn	Dyer County Trustee	PO Box 1360	Courthouse	Dyersburg	TN	38025
Dyer County Trustee	C O J Michael Gauldin	PO Box 220		Dyersburg	TN	38025
East Tawas City Of	Treasurer	760 Newman	PO Box 672	East Tawas	MI	48730
Edgefield Co Sc	Edgefield Co Treasurer	PO Box 22		Edgefield	SC	29824
El Paso County Tx	El Paso Co Tax Assessor /collector	PO Box 313		El Paso	TX	79999
Elkhart County In	Elkhart County Treasurer	117 N 2nd St	Room 201	Goshen	IN	46526
Erie County Treasurer		247 Columbus		Sandusky	OH	44870
Essexville City Of Bay				Essexville	MI	
Etowah County Al	Etowah County Revenue Commissioner	800 Forrest Ave	Room G 15	Gadsden	AL	35901
Fairfield County Treasurer		210 East Main St	Room 206	Lancaster	OH	43130
Fayette County Ga	Fayette County Tax Commissioner	PO Box 70		Fayetteville	GA	30214
Fayette County In	Fayette County Treasurer	Courthouse		Connersville	IN	47331
Fenton City Of	Treasurer	301 S Leroy St		Fenton	MI	48430
Finanzamt Bonn Innenstadt		Welschnonnenstr 15		Bonn		53111
Flint Charter Twp	Treasurer	1490 S Dye Rd		Flint	MI	48532
Flint City Of Genesee	Treasurer	PO Box 2056		Flint	MI	48501
Florida Department Of Revenue		5050 W Tennessee St		Tallahassee	FL	32399
Florida Department Of State	Division Of Corporations	PO Box 6478		Tallahassee	FL	32314
Forrest Butch Freeman Oklahoma County Treasurer		320 Robert S Kerr Rm 307		Oklahoma City	OK	73102
Forsyth Twp Marquette				Gwinn	MI	
Franchise Tax Board		PO Box 942857		Sacramento	CA	94257-0500
Franklin Co Mo	Franklin Co Collector	300 E Main St	Room 103	Union	MO	63084
Franklin County Ohio Treasurer		373 S High St 17th Fl		Columbus	OH	43215

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Company	Contact	Address1	Address2	City	State	Zip
Fulton County Ga	Fulton County Tax Commissioner	PO Box 105052		Atlanta	GA	30348
Fulton County In	Fulton County Treasurer	125 E 9th St		Rochester	IN	46975
Gaston Co Nc	Gaston Co Tax Collector	Drawer M		Gaston	NC	27832
Genesee Twp/genesee Co Genesee	Treasurer	7244 N Genesee Rd		Genesee	MI	48437
Georgia Department Of Revenue	Department Of Revenue Compliance Division	Bankruptcy Section	PO Box 161108	Atlanta	GA	30321
Georgia Income Tax Division		PO Box 49432		Atlanta	GA	30359-1432
Gibson County In	Gibson County Treasurer	101 N Main St		Princeton	IN	47670
Giles Co Tn	Giles County Trustee	PO Box 678	Courthouse	Pulaski	TN	38478
Gleyn Twilla	City Tax Collector	425 W Court St		Dyersburg	TN	38024
Grand Blanc Twp Genesee		5371 S Saginaw St	Box 1833	Grand Blanc	MI	48480
Grand Rapids Income Tax Department		PO Box 347		Grand Rapids	MI	49501-0347
Grant Co Ky	Grant County Sheriff	101 N Main St	Courthouse	Williamston	KY	41097
Grayson County	F R Young Jr Treasurer	PO Box 127		Independence	VA	24348
Green Oak Twp	Treasurer	10001 Silver Lake Rd		Brighton	MI	48116
Greene Co Nc	Greene Co Tax Collector	229 Kingold Blvd	Ste B	Snow Hill	NC	28580
Greene Co Tn	Greene County Trustee	PO Box 115		Greeneville	TN	37744
Greenwood Co Sc	Greenwood Co Tax Treasurer	528 Monument St	R 101	Greenwood	SC	29646
Guildford Co Nc	Guilford Co Tax Dept	PO Box 3328		Greensboro	NC	27402
Gwinnett Co Ga	Gwinnett Bd Of Collector	75 Langley Dr		Lawrenceville	GA	30045
Habersham County Ga	Habersham County Tax Commissioner	555 Monroe St	Unit 25	Clarkesville	GA	30523
Hamilton Co Tn	Hamilton County Trustee	210 7th St	Room 210	Chattanooga	TN	37402
Hamilton County In	Hamilton County Treasurer	33 N 9th St 112	Old Courthouse	Noblesville	IN	46060
Hamilton County Treasurer		138 E Court St	Room 408	Cincinnati	OH	45202
Hardin Co Ky	Hardin County Sheriff	100 Public Square	Ste 101	Elizabethtown	KY	42701
Harlingen Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Harnett Co Nc	Harnett Co Tax Collector	Po 58509		Charlotte	NC	28258
Harris Co Tx	Harris Co Tax Assessor / Collector	PO Box 4622		Houston	TX	77210
Harris County City Of Houston	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Hawes Twp	Treasurer	1369 N Gehres Rd		Lincoln	MI	48742
Hawkins Co Tn	Hawkins County Trustee	110 E Main St	Room 203	Rogersville	TN	37857
Hays Co Tx	Hays Co Tax Assessor / Collector	102 N Lbj Dr		San Marcos	TX	78666
Haywood Co Tn	Haywood County Trustee	Courthouse		Brownsville	TN	38012
Henderson Co Ky	Henderson County Sheriff	20 N Main St	Courthouse	Henderson	KY	42420
Hendricks County In	Hendricks County Treasurer	355 S Washington St	Ste 215	Danville	IN	46122
Henry County In	Henry County Treasurer	101 S Main St		New Castle	IN	47362
Hidalgo Co Tx	Hidalgo County Tax Assessor	/ Collector	PO Box 4290	Edinburg	TX	78540

Company	Contact	Address1	Address2	City	State	Zip
Hidalgo County	Diane W Sanders	Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741 PO Box 1742	Austin	TX	78760-7428
Hillsborough County Tax Collector		PO Box 172920		Tampa	FL	33602
Hinds Co Ms	Hinds Co Tax Collector	PO Box 1727		Jackson	MS	39215
Hinds County Tax Collector		PO Box 1727	Add Chg 1 08 04 Cp	Jackson	MS	39215-1727
Howard County In	Howard County Treasurer	226 N Main St	2nd Fl	Kokomo	IN	46901
Howard County Indiana	Michael K Mccrory	Barnes & Thornburg Llp	11 South Meridian St	Indianapolis	IN	46204
Huntington County In	Huntington County Treasurer	201 N Jefferson	Room 104	Huntington	IN	46750
Huron County Treasurer	Huron County Auditors Office	16 East Main St		Norwalk	OH	44857
Illinois Department Of Revenue		PO Box 19008		Springfield	IL	62794-9008
Illinois State Treasurer Unclaimed Property Div		PO Box 19496		Springfield	IL	62794-9496
Income Tax Office		PO Box 727	333 Je Bohanan Memorial Dr	Vandalia	OH	45377-0727
Income Tax Office		1315 S Washington		Saginaw	MI	48601
Indiana Department Of Revenue	Bankruptcy Section Room N 203	100 N Senate Ave		Indianapolis	IN	46204
Indiana Department Of Revenue		PO Box 7218		Indianapolis	IN	46207
Indiana Secretary Of State		302 W Washington St	Room E 018	Indianapolis	IN	46204
Indiana Secretary Of State		PO Box 7097		Indianapolis	IN	46207
Internal Revenue Service	Insolvency	290 Broadway 5th Fl		New York	NY	10007
Jackson Co Mo	Jackson County	Manager Of Finance	PO Box 219747	Kansas City	MO	64121
Jackson Co Ms	Jackson Co Tax Collector	Courthouse	PO Box 998	Pascagoula	MS	39567
Jackson County	Manager Of Finance	Collection Department	415 E 12th St	Kansas City	MO	64106-8401
Jasper County In	Jasper County Treasurer	115 W Washington St	Ste 201	Rensselaer	IN	47978
Jay County In	Jay County Treasurer	120 Court St		Poerland	IN	47371
Jefferson Co Ky	Jefferson County Sheriff	PO Box 70300		Louisville	KY	40270
Jennings County In	Jennings County Treasurer	Government Ctr	PO Box 368	Vernon	IN	47282
Jesse White Secretary Of State	Department Of Business Services	501 S 2nd St		Springfield	IL	62756-5510
Joe G Tedder Tax Collector		PO Box 1189		Bartow	FL	33830
Johnson Co Mo	Johnson Co Collector	300 N Holden	Ste 201	Warrensburg	MO	64039
Johnson County In	Johnson County Treasurer	Courthouse Annex	86 W Court St	Franklin	IN	46131
Johnson County Ks	Johnson County Treasurer	111 S Cherry St	Ste 1500	Olather	KS	66061
Johnson County Treasurer Courthouse Annex		86 W Court St		Franklin	IN	46131
Johnston Co Nc	Johnston Co Tax Collector	PO Box 451		Smithfield	NC	27577
Jones Co Ms	Jones Co Tax Collector	PO Box 511		Laurel	MS	39441
Judy Pitts Revenue Commissioner Etowah County Alabama	Etowah County Courthouse	800 Forrest Ave Rm 5		Gadsden	AL	35901
Kansas Corporate Tax	Kansas Department Of Revenue	913 Sw Harrison St		Topeka	KS	66699-4000
Kansas Department Of Revenue	Sales Tax Division	915 Sw Harrison St		Topeka	KS	66625
Kansas Secretary Of State	Memorial Hall 1st Fl	120 S W 10th Ave		Topeka	KS	66612-1594

Company	Contact	Address1	Address2	City	State	Zip
Ken Burton Jr Cfc	Tax Collector Manatee County	PO Box 25300		Bradenton	FL	34206-5300
Kentucky Department Of Revenue				Frankfurt	KY	40619-0007
Kentucky Revenue Cabinet				Frankfurt	KY	40620
Killam Development Ltd		PO Box 499		Laredo	TX	78042
King Co Wa	King County Tax Collector	500 4th Ave	Room 600	Seattle	WA	98104
King County Tax Collector Room 600		500 4th Ave		Seattle	WA	98104-2340
Knox Co Tn	Knox County Trustee	PO Box 70		Knoxville	TN	37901
	Mike Lowe Knox Co Trustee C O Attorney					
Knox County Trustee	Dean B Farmer	Hodges Doughty Carson Pllc	PO Box 869	Knoxville	TN	37901-0869
Kosciusko County In	Kosciusko County Treasurer	100 W Ctr St		Warsaw	IN	46580
Lagrange County In	Lagrange County Treasurer	114 W Michigan St	Ste 4	Lagrange	IN	46761
Lake County Treasurer		105 Main St		Painesville	OH	44077
Lakeview Local Sch Dst Board Of Education	Treasurer	300 Hillman Dr		Cortland	OH	44410
Lansing City Of Eaton	Treasurer	1st Fl City Hall	124 W Michigan Ave	Lansing	MI	48933
Laporte County In	Laporte County Treasurer	813 Lincolnway Ste 205		Laporte	IN	46360-3491
Laporte County In	Laporte County Treasurer	PO Box J		Michigan City	IN	46361
Laurens Co Sc	Laurens Co Taxtreasurer	PO Box 1049		Laurens	SC	29360
Lawrence Co Ky	Lawrence County Sheriff	PO Box 38		Louisa	KY	41230
Lawrence County In	Lawrence County Treasurer	916 15th St	Ste 27	Bedford	IN	47421
Lee Co Nc	Lee Co Tax Collector	PO Box 1968		Sanford	NC	27331
Lexington Co Sc	Lesington Co Treasurer	Dept Of Treasurer	PO Box 3000	Lexington	SC	29071
Lexington County		212 S Lake Dr		Lexington	SC	29072
Lexington Fayette Urban County Government Ky	Lexington Fayette	Urban County Government	PO Box 1333	Lexington	KY	40588
Limestone County Al	Limestone County Revenue Commissioner	200 W Washington St	County Courthouse 2nd Fl	Athens	AL	35611
Limestone County Revenue Commissioner		100 S Clinton St Ste A		Athens	AL	35611
Lincoln Co Ms	Lincoln County Tax Collector	301 South 1st St	Room 109	Brookhaven	MS	39601
Lincoln County Tax		301 South 1st Room 109		Brookhaven	MS	39601
Lockport City School District Ny	Lockport City School District	School Tax Collector	1 Locks Plaza	Lockport	NY	14094
Logan Co Ky	Logan County Sheriff	PO Box 113		Russellville	KY	42276
Logan County Ar	Logan County Tax Collector	Logan County Courthouse	25 West Walnut	Paris	AR	72855
Logan County Treasurer		100 South Madriver St	Room 104	Bellefontaine	OH	43311
Lorain County Treasurer		226 Middle Ave		Elyria	OH	44035
Los Angeles County Collector		PO Box 54027		Los Angeles	CA	90054
Los Angeles County Treasurer And Tax Collector	Revenue And Enforcement	PO Box 54110		Los Angeles	CA	
Louisiana Department Of Revenue	Eft Processing	PO Box 4018		Baton Rouge	LA	70821-4018
Louisiana Secretary Of State	Commercial Division	PO Box 94125		Baton Rouge	LA	70804-9125

Company	Contact	Address1	Address2	City	State	Zip
Louisville Jefferson County Metro Government	Jefferson County Attorneys Office	Fiscal Court Building	531 Court Pl Ste 1001	Louisville	KY	40202
Lowndes C Ms	Lowndes Co Tax Collector	PO Box 1077		Columbus	MS	39703
Lubbock Central Appraisal District	Laura J Monroe	Perdue Brandon Fielder Collins & Mo	PO Box 817	Lubbock	TX	79408-0817
Lubbock Co Tx	Lubbock Co Tax Assessor /collector	PO Box 10568		Lubbock	TX	79408
Lucas County Treasurer		One Government Ctr 500		Toledo	OH	43604
Lula Lunsford Huff Muscogee County Tax Commissioner	Tax Commissioner	PO Box 1441		Columbus	GA	31902-1441
Lumpkin Co Ga	Lumpkin Bd Of Collector	99 Courthouse Hill		Dahlonega	GA	30533
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	95808
Macon Co Nc	Macon Co Tax Collector	5 West St		Franklin	NC	28734
Madison Co Ky	Madison County Sheriff	101 West Main St		Richmond	KY	40475
Madison Co Ms	Madison Co Tax Collector	PO Box 113		Canton	MS	39046
Madison Co Tn	Madison County Trustee	100 E Main	Rm 107	Jackson	TN	38301
Madison County Al	Madison County Collector	100 Northside Square	County Courthouse	Huntsville	AL	35801
Madison County In	Madison County Treasurer	16 E 9th St		Anderson	IN	46016
Madison County Indiana Treasurer	C O Thomas M Beeman	33 W 10th St Ste 200		Anderson	IN	46016
Madison Heights City Of Oakland		300 W 13 Mile Rd		Madison Heights	MI	48071
Madison Twp Lenawee	Lenawee County Treasurer	301 N Main St Old Courthouse		Adrian	MI	49221
Manager Of Finance	Jackson County Manager Of Finance	Bankruptcy 415 E 12th St		Kansas City	MO	64106
Manatee Tax County Collector		PO Box 25300		Sarasota	FL	25300
Maricopa Co Az	Maricopa County Treasurer	PO Box 78574		Phoenix	AZ	85062
Maricopa County Treasurers Office	Barbara Lee Caldwell	Herbert Schenk Pc	4742 N 24th St Ste 100	Phoenix	AZ	85016
Marion Co Ky	Marion County Sheriff	102 W Main St	Courthouse	Lebanon	KY	40033
Marion Co Ms	Marion Co Tax Collector	250 Board St	Ste 3	Columbia	MS	39429
Marion Co Sc	Marion Co Tax Treasurer	PO Box 275		Marion	SC	29571
Marion Co Treasurer		PO Box 275		Marion	SC	29571
Marion County In	Marion County Treasurer	200 E Washington St Rm 1001		Indianapolis	IN	46204
Marion County Tax Collector		PO Box 970		Ocala	FL	34478-0970
Marshall County Al	Marshall County Revenue Commissioner	Marshall County Courthouse	424 Blount Ave Ste 124	Guntersville	AL	35976
Marshall County In	Marshall County Treasurer	112 W Jefferson St	Room 206	Plymouth	IN	46563
Massachusetts Department Of Revenue		PO Box 7025		Boston	MA	02204
Mathews Local School District		4434 B Warren Sharon Rd		Vienna	OH	44473
Maury Co Tn	Maury County Trustee	One Public Square		Columbia	TN	38401
Maury County Trustee		One Public Square		Columbia	TN	38401
Mcdonald County Collector Cloteel Atkins		Box 725		Pineville	MO	64856
Mcnairy Co Tn	Mcnairy County Trustee	Courthouse		Selmer	TN	38375

Company	Contact	Address1	Address2	City	State	Zip
Medina County Treasurer		144 N Broadway St		Medina	OH	44256
Metropolitan Trustee Tn	Metropolitan Trustee	PO Box 305012		Nashville	TN	37230
Miami County Treasurer		201 W Main St	Safety Building	Troy	OH	45373-3263
Miami Dade County Tax Collector	C O Metro Dade County Paralegal Uni	140 W Flagler St Ste 1403		Miami	FL	33130
Mich Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30768	Lansing	MI	48909
Michigan Department Of Treasury		PO Box 30059		Lansing	MI	48909
Michigan Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30702	Lansing	MI	48909
Milford Township	Milford Township Treasurer	1100 Atlantic		Milford	MI	48381
Minnesota Department Of Revenue	Corporate Estimated Tax	Mail Station 1260		St Paul	MN	55145-1260
Minnesota Revenue		Mail Station 1250		St Paul	MN	55145-1250
Mississippi Corporate Tax Division		PO Box 1033		Jackson	MS	39215-1033
Mississippi State Tax Commission	Bankruptcy Section	PO Box 23338		Jackson	MS	39225-3338
Mississippi Tax Commission	Use Tax Return	PO Box 960		Jackson	MS	39205
Missouri Department Of Revenue		PO Box 700		Jefferson City	MO	65105-0700
Monitor Township Treasurer		2483 Midland Rd		Bay City	MI	48706
Monitor Twp	Treasurer	2483 Midland Rd		Bay City	MI	48706
Monroe Co Mo	Monroe Co Collector	300 N Main	PO Box 245	Paris	MO	65275
Monroe Co Ny	Monroe County Treasurer	PO Box 14420		Rochester	NY	14614
Monroe County In	Monroe County Treasurer	Courthouse Room 204		Bloomington	IN	47404
Monroe County Treasurer		101 N Main St	Room 21	Woodsfield	OH	43793
Montague Co Tx	Montague Co Tax Assessor Collector	PO Box 8		Montague	TX	76251
Montague County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Montgomery Co Tn	Montgomery County Trustees Office	350 Pageant Ln	Ste 101 A	Clarksville	TN	37041
Montgomery Co Tx	Montgomery Co Tax Assessor / Collector	PO Box 201582	PO Box 2233	Houston	TX	77216
Montgomery Co Va	County Of Montgomery	755 Roanoke St	Ste 1b	Christianburg	VA	24073
Montgomery County	John P Dillman	Linebarger Goggan Blair & Sampson	PO Box 3064	Houston	TX	77253-3064
Montgomery County Al	Montgomery County Collector	PO Box 1667		Montgomery	AL	36102
Montgomery County Treasurer		451 W Third St		Dayton	OH	45422-0476
Montgomery County Treasurer		PO Box 817600		Dayton	OH	45481
Montgomery County Treasurer		PO Box 972		Dayton	OH	45422-0475
Morgan County Al	Morgan County Tax Collector	PO Box 696		Decatur	AL	35602
Morgan County Revenue Commissioner	Amanda G Scott Cpa	PO Box 696		Decatur	AL	35602
Muscogee County Ga	Muscogee County Tax Commissioner	PO Box 1441		Columbus	GA	31902
Nacogdoches Co Tx	Nacogdoches C Tax Assessor	/ Collector	216 W Hospital St	Nacogdoches	TX	75961
Nacogdoches County Cad		220 W Hospital St		Nacogdoches	TX	75963-1668
Nebraska Department Of Revenue	Attn Bankruptcy Unit	PO Box 94818		Lincoln	NE	68509-4818

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Company	Contact	Address1	Address2	City	State	Zip
Nemaha County Ks	Nemaha County Treasurer	607 Nemaha St	PO Box 233	Seneca	KS	66538
Nemaha County Treasurer		607 Nemaha	PO Box 233	Seneca	KS	66538
Nevada Legal Press		3301 S Malibou Ave		Pahrump	NV	89048-6489
New Hampshire Department Of State	Annual Reports	PO Box 9529		Manchester	NH	03108-9529
New Jersey Sales Tax	Division Of Taxation	PO Box 999		Trenton	NJ	08646
New Mexico Taxation & Revenue Dept	Corporate Income & Franchise Tax	PO Box 25127		Santa Fe	NM	87504-5127
New York State Department Of Taxation And Finance	Bankruptcy Section	PO Box 5300		Albany	NY	12205-0300
New York State Sales Tax Processing		PO Box 1208		New York	NY	10116
Newton Co Ms	Newton Co Tax Collector	PO Box 7		Decatur	MS	39327
Newton County In	Newton County Treasurer	Courthouse		Kentland	IN	47951
Nh Dept Of Revenue Administration	Document Processing Division	PO Box 637		Concord	NH	03302-0637
Niles City Income Tax Department		34 W State St		Niles	OH	44446
Nj Department Of Treasury Unclaimed Property		PO Box 214		Trenton	NJ	08646-0214
Noble County In	Noble County Treasurer	101 N Orange St		Albion	IN	46701
North Carolina Dept Of Revenue		PO Box 25000		Raleigh	NC	27640-0500
North Carolina Secretary Of State	Corporations Division	PO Box 29525		Raleigh	NC	27626-0525
North Muskegon City Of Muskegon		1502 Ruddiman Dr		North Muskegon	MI	49445
Novi City Of Oakland	Tax Collection Processing	Drawer 3050	PO Box 79001	Detroit	MI	48279
Nueces Co Tx	Nueces Co Tax Assessor / Collector	PO Box 2810		Corpus Christi	TX	78403
	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Nys Corporation Tax	Processing Unit	PO Box 22038		Albany	NY	12201-2038
Nys Estimated Corporation Tax	Processing Unit	PO Box 22109		Albany	NY	12201-2109
Oak Park City Of Oakland	City Treasurer	13600 Oak Pk Blvd		Oak Pk	MI	48237
Oconee Co Sc	Oconee Co Tax Treasurer	PO Box 429		Walhalla	SC	29691
Office Of Secretary Of State	Annual Registration Filings	PO Box 23038		Columbus	GA	31902-3038
Office Of Tax & Revenue		PO Box 601		Washington	DC	20044-0601
Office Of Tax Commissioner		600 E Blvd Ave	Dept 127	Bismarck	ND	58505-0599
Ohio Department Of Revenue		PO Box 16561		Columbus	OH	43216
Ohio Department Of Taxation	Rebecca L Daum	30 E Broad St		Columbus	OH	43215
Ohio Department Of Taxation		PO Box 27		Columbus	OH	43216-0027
Ohio Department Of Taxation		PO Box 804		Columbus	OH	43216-0804
Ohio Treasurer Of State		PO Box 182101		Columbus	OH	43218-2101
Okaloosa County Tax Collector		PO Box 1029		Crestview	FL	32536
Oklahoma County Ok	Oklahoma County Treasurer	PO Box 268875		Oklahoma City	OK	73126
Oklahoma Secretary Of State		2300 N Lincoln Blvd Room 101		Oklahoma City	OK	73105-4897
Oklahoma Tax Commission		PO Box 26800		Oklahoma City	OK	73126-0800

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Company	Contact	Address1	Address2	City	State	Zip
Orange County Collector		PO Box 1982		Santa Ana	CA	92702
Orange County Treasurer Tax Collector		PO Box 1438		Santa Ana	CA	92702
Oregon Department Of Revenue		PO Box 14790		Salem	OR	97309-0470
Oregon Secretary Of State	Corporation Division	PO Box 4353		Portland	OR	97208-4353
Orion Twp Oakland		2525 Joslyn Rd		Lake Orion	MI	48360
Ottawa County Treasurer		315 Madison		Port Clinton	OH	43452
Oxford Twp Oakland	Treasurer	18 W Burdick St		Oxford	MI	48371
Pa Department Of Revenue	Bureau Of Corporation Taxes	Dept 280427		Harrisburg	PA	17128-0427
Palm Beach County Tax Collector	Tangible Personal Property	PO Box 3353		West Palm Beach	FL	33402
Palm Beach County Tax Collector		PO Box 3715		West Palm Beach	FL	33402-3715
Parker Co Tx		Parker Co Tax Assessor / Collector	1108 Santa Fe Dr	Weatherford	TX	76086
Pennsylvania Department Of Revenue	Bankruptcy Division	PO Box 280946		Harrisburg	PA	17128-0946
Peyton C Cochrane Tax Collector		714 Greensboro Ave Rm 124		Tuscaloosa	AL	35401
Pickaway County Treasurer	Court House	207 South Court St		Circleville	OH	43113
Pickens County Ga	Pickens County Tax Commissioner	35 West Church St	Ste 100	Jasper	GA	30143
Pima Co Az		Pima County Treasurer	115 N Church Ave	Tucson	AZ	85701
Pima County Treasurer Pima County Assessor						
Pima County Arizona	Pima County Attorneys Office Civil	32 N Stone Ave Ste 2100		Tucson	AZ	85701
Pinal County Treasurer	Dolores J Doolittle	PO Box 729		Florence	AZ	85232-0729
Pinellas County Tax Collector		PO Box 10832		Clearwater	FL	33757
Plymouth Twp Wayne	Treasurer	PO Box 8040		Plymouth	MI	48170
Polk County Tax Collector		PO Box 1189		Lakeland	FL	33831
Pontiac City Of Oakland		PO Box 431406		Pontiac	MI	48343
Pope County Ar	Pope County Tax Collector	100 West Main St		Russellville	AR	72801
Portage County Treasurer		449 S Meridian 1st Fl	PO Box 1217	Ravenna	OH	44266
Prairie County Ar	Prairie County Sheriff / Collector	PO Box 1021		Des Arc	AR	72040
Prince Georges County Maryland	C O Meyers Rodbell And Rosenbaum Pa	6801 Kenilworth Ave Ste 400		Riverdale	MD	20737-1385
Rankin Co Ms	Rankin County Tax Collector	211 E Govt St	Ste B	Brandon	MS	39042
Rankin County		211 E Govt St	Ste B	Brandon	MS	39042
Ray Valdes Seminole County Tax Collector		1101 E First St	PO Box 630	Sanford	FL	32772
Ripley County In	Ripley County Treasurer	PO Box 176		Versailles	IN	47042
Riverside County Collector		P O 12005		Riverside	CA	92502
Robertson Co Tn	Robertson County Trustee	515 S Brown St		Springfield	TN	37172
Rochester Hills City Of Oakland	Drawer 7783	PO Box 79001		Detroit	MI	48279
Rogers County Treasurer		PO Box 699		Claremore	OK	74018
Ronald A Leggett Collector Of Rev	Ronald A Leggett Collector Of Reven	109 City Hall		St Louis	MO	63103
Roseville City Of Macomb	City Treasurer	PO Box 290		Roseville	MI	48066

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Company	Contact	Address1	Address2	City	State	Zip
Royal Oak City Of Oakland	Treasurers Office	PO Box 64		Royal Oak	MI	48066
Russell Co Va	Russell Co Treasurer	PO Box 121		Lebanon	VA	24266
Saginaw City Of Saginaw	Treasurer	1315 S Washington Ave		Saginaw	MI	48601
Saint Johns City Of Clinton		PO Box 477		Saint Johns	MI	48879
Saint Johns County Tax Collector		PO Box 9001		Saint Augustine	FL	32085
Salis Inc Formerly Colonial Tax Compliance	Chris Albrecht	300 Colonial Ctr Pkwy Ste 300		Roswell	GA	30076
San Benito Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
San Benito Isd Tx	San Benito Cisd Tax Office	152 E Rowson St		San Benito	TX	78586
San Bernardino County Collector		172 W Third St 1st Fl		San Bernardino	CA	92415
San Diego County Collector		PO Box 129009		San Diego	CA	92112
San Joaquin County Collector		PO Box 2169		Stockton	CA	95201
San Marcos Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Santa Clara County Collector	County Government Ctr E Wing	70 W Hedding St		San Jose	CA	95110
Santa Rosa County Tax Collector	Attn Cindy Grimes Delinquent Tax De	PO Box 7100		Milton	FL	32572
Sarasota County Tax Collector		101 Washington Blvd S		Sarasota	FL	34236
Sc Department Of Revenue		Corporation Return		Columbia	SC	29214-0100
Scott County In	Scott County Treasurer	1 E Mcclain Ave	Room 140	Scottsburg	IN	47170
Screven County Ga	Screven County Tax Commissioner	PO Box 86		Sylvania	GA	30467
Secretary Of State		1500 11th St	PO Box 944230	Sacramento	CA	94244-2300
Secretary Of State		202 N Carson St		Carson City	NV	89701-4201
Seminole County Tax Collector		PO Box 630		Sanford	FL	32772
Shelby Co Tn	Shelby County Trustee	PO Box 2751		Memphis	TN	38101
Shelby County In	Shelby County Treasurer	25 W Polk St	Room 102	Shelbyville	IN	46176
Shelby County Trustee		PO Box 2751		Memphis	TN	38101-2751
Shelby Twp Macomb	Treasurer	52700 Van Dyke		Shelby Twp	MI	48316
Smith Co Ms	Smith County Tax Collector	PO Box 157		Raleigh	MS	39153
Smith Co Tn	Smith County Trustee	122 Turner High	Ste 104	Carthage	TN	37030
Smith Co Trustee		122 Turner High Cir Ste 104		Carthage	TN	37030
Smith County Trustee	Jamie D Winkler	PO Box 332		Carthage	TN	37030
South Carolina Dept Of Revenue		Corporation		Columbia	SC	29214-0006
Spalding County Ga	Spalding County Tax Commissioner	PO Box 509		Griffin	GA	30224
Spartanburg Co Sc	Spartanburg Co Treasurer	PO Box 5807		Spartanburg	SC	29304
Spartanburg Co Tax Collector	Glenda Qwright	Drawer 3060		Spartanburg	SC	29304
St Charles Co Mo	St Charles Co Tax Collector	201 N Second St	Room 134	St Charles	MO	63301
St Charles County Collector		201 N Second St Rm 134		St Charles	MO	63301-2789
St Johns County Tax Collector	Dennis W Hollingsworth	PO Box 9001		St Augustine	FL	32085-9001
St Joseph County In	St Joseph County Treasurer	227 W Jefferson Blvd		South Bend	IN	46601

Company	Contact	Address1	Address2	City	State	Zip
St Louis Co Mo	St Louis Co Government	Collector Of Revenue	PO Box 11491	St Louis	MO	63105
Stanly Co Nc	Stanly Co Tax Collector	201 S 2nd St		Albemarie	NC	28001
Starpoint Ny	Starpoint Tax Collector	PO Box 3000		Buffalo	NY	14240
State Corporation Commission	Clerks Office	PO Box 85577		Richmond	VA	23285-5577
State Of Alabama Department Of Revenue	Legal Division	PO Box 320001		Montgomery	AL	36132-0001
State Of Colorado	Division Of Insurance	1560 Broadway Ste 850		Denver	CO	80202
State Of Delaware	Division Of Corporations	PO Box 74072		Baltimore	MD	21274-4072
State Of Georgia	Department Of Revenue	PO Box 105284		Atlanta	GA	30348
State Of Louisiana	Louisiana Department Of Revenue	PO Box 66658		Baton Rouge	LA	70896
State Of Louisiana Department Of Revenue		PO Box 66658		Baton Rouge	LA	70896
State Of Maryland Comptroller Of Treasury	Mary T Carr	State Office Bldg Rm 409	301 W Preston St	Baltimore	MD	21201
	Maryland State Dept Of Assessments & Taxation	Personal Property Division	301 W Preston St	Baltimore	MD	21201
State Of Maryland Md	Department Of Treasury	PO Box 77003		Detroit	MI	48277
State Of Michigan	Motor Fuel Tax Division	Department 77692		Detroit	MI	48277
State Of Michigan	Sales & Use Tax Division	PO Box 77003		Detroit	MI	48277
	Attn Peggy A Housner Assistant Attorney General	Cadillac Pl	3030 W Grand Blvd Ste 10 200	Detroit	MI	48202
State Of Michigan Department Of Treasury	Peggy A Housner	Department Of Treasury Revenue Ag	PO Box 30456	Lansing	MI	48909-7955
State Of New Jersey	Bureau Of Commercial Recording	PO Box 34089		Newark	NJ	07189-0001
State Of New Jersey	Division Of Taxation	Compliance Activity	PO Box 245	Trenton	NJ	08695
State Of New Jersey	Division Of Taxation	Revenue Processing Ctr	PO Box 666	Trenton	NJ	08646-0666
State Of New Jersey Department Of Treasury	Division Of Taxation	PO Box 245		Trenton	NJ	08695-0245
State Of New Jersey Division Of Taxation	Compliance Activity	PO Box 245		Trenton	NJ	08695
State Of New Mexico Taxation And Revenue Department		PO Box 8575		Albuquerque	NM	87198-8575
State Of Wisconsin Department Of Revenue		PO Box 8901		Madison	WI	53708-8901
State Processing Center		PO Box 6100		Albany	NY	12261-0001
Sterling Heights City Of	Property Taxes	PO Box 55000		Detroit	MI	48255
Steuben County In	Steuben County Treasurer	317 S Wayne St	Room 2k	Angola	IN	46703
Sturgis City Of Saint Joseph		Treasurers Office		Sturgis	MI	49091
	John A Donofrio Marvin D Evans Assistant Prosecutin	Summit County Prosecutors Office Ta	220 S Balch Ste 220	Akron	OH	44302-1606
Summit County Treasurer	Ohio Building	175 S Main St Ste 320		Akron	OH	44308
Sumner Co Tn	Sumner County Trustee	355 N Belvedere Dr	Room 107	Gallatin	TN	37066
Sumner County Trustee		355 Belvedere Dr Rm 107		Gallatin	TN	37066
Switzerland County In	Switzerland County Treasurer	212 W Main St Courthouse		Vevay	IN	47043

Company	Contact	Address1	Address2	City	State	Zip
Sylvan Twp Washtenaw	Treasurer	18027 Old Us 12		Chelsea	MI	48118
Tarrant Co Tx	Tarrant County Co Tax Assessor	PO Box 961018		Fort Worth	TX	76161
Tarrant County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Tawas City City Of Iosco	Treasurer	PO Box 568		Tawas City	MI	48764
Tax Collector	Tax Collector Town Of Watertown	PO Box 224		Watertown	CT	06795
Tax Collector Pinellas County	Attn Betty A Gramley Tax Manager	PO Box 2943		Clearwater	FL	33757-2943
Tax Collector Santa Clara County	Deborah Nichols County Administration Building	70 W Hedding St	East Wing 6th Fl	San Jose	CA	95110-1767
Tax Collector Santa Rosa County	Attn Carol Watford Supervisor Delin	PO Box 7100		Milton	FL	32572
Tax Collector Santa Rosa County	Attn Cindy Grimes Delinquent Tax De	Robert McClure Santa Rosa Tax Colle	PO Box 7100	Milton	FL	32572
Tax Commissioner Of The State Of Ohio		30 E Broad St		Columbus	OH	43215
Taxation And Revenue Department		PO Box 630		Santa Fe	NM	87504-0630
Taylor Co Ga	Taylor County Tax Commissioner	PO Box 446		Butler	GA	31006
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Stret		Nashville	TN	37242
Tennessee Department Of Revenue	Attorney General	PO Box 20207		Nashville	TN	37202-0207
Tennessee Secretary Of State	Annual Report	312 Eighth Ave North 6th Fl	William R Snodgrass Tower	Nashville	TN	37243
Terrell County Ga	Terrell County Tax Commissioner	PO Box 484		Dawson	GA	31742
Texas Comptroller Of Public Accounts	Office Of The Attorney General	Bankruptcy Collections Division	PO Box 12548	Austin	TX	78711-2548
Texas Comptroller Of Public Accounts On Behalf Of The State Of Texas	Office Of The Attorney General	Bankruptcy Collection Division	PO Box 12548	Austin	TX	78711-2548
The Commonwealth Of Massachusetts	Secretary Of The Commonwealth	One Ashburton Pl		Boston	MA	02108-1512
Tippecanoe County In	Tippecanoe County Treasurer	20 N 3rd St		Lafayette	IN	47901
Tipton County In	Tipton County Treasurer	Courthouse		Tipton	IN	46072
Town Of Berlin Ct	Town Of Berlin Tax Collector	240 Kensington Rd		Berlin	CT	06037
Town Of Burlington		PO Box 376		Burlington	MA	01803
Town Of Coaling Alabama	Alatax	3001 Second Ave South		Birmingham	AL	35233
Town Of Decatur Ms	Town Of Decatur Ms	PO Box 307		Decatur	MS	39327
Town Of Hingham Ma	Town Of Hingham	210 Central St		Hingham	MA	02043
Town Of Lebanon Va	Town Of Lebanon	244 W Main St		Lebanon	VA	24266
Town Of Lockport Ny	Town Of Lockport	Receiver Of Taxes	PO Box 4610	Buffalo	NY	14240
Town Of Snow Hill Nc	Town Of Snow Hill Tax Collector	201 North Greene St		Snow Hill	NC	28580
Town Of South Windsor Ct	Town Of South Windsor	Collector Of Revenue	PO Box 30002	Hartford	CT	06150
Traverse City Of Grand Traverse	City Treasurer	Governmental Ctr	400 Boardman Ave	Traverse City	MI	49684
Travis Co Tx	Travis Co Tax Assessor /collector	PO Box 970		Austin	TX	78767
Treasurer City Of Flint	Income Tax Office	PO Box 1800		Flint	MI	48501-1800
Treasurer City Of Pontiac	Income Tax Division	47450 Woodward Ave		Pontiac	MI	48342
Treasurer Of Kosciusko County		100 W Ctr St		Warsaw	IN	46580
Treasurer Of Tipton County		Courthouse		Tipton	IN	46072

Company	Contact	Address1	Address2	City	State	Zip
Treasurer Of Vigo County	David Crockett	PO Box 1466		Indianapolis	IN	46206-1466
Trey Grayson	Secretary Of State	PO Box 1150		Frankfort	KY	40602-1150
Troup County Ga	Troup County Tax Commissioner	100 Ridley Ave		La Grange	GA	30240
Troy City Of Oakland	Drawer 0101	PO Box 33321		Detroit	MI	48232
Trumbull County Treasurer		160 High St Nw		Warren	OH	44481-1090
Tuscaloosa County Al	Tuscaloosa County Tax Collector	714 Greensboro Ave	Room 124	Tuscaloosa	AL	35401
U S Customs And Border Protection		6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268
Unemployment Insurance Agency Department Of Labor & Economic Growth	State Of Michigan	3024 W Grand Blvd Ste 11 500		Detroit	MI	48202-6024
United Independent School District	C O Ornelas Castillo & Ornelas Pllc	401 East Hillside Rd 2nd Fl		Laredo	TX	78041
United Isd Tx	United Isd Tax Assessor / Collector	3501 E Saunders		Laredo	TX	78041
United States Council For International Business		1212 Ave Of The Americas		New York	NY	10036-1689
Us Customs And Border Protection	Robert B Hamilton Jr Director Reven	6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268
Utah Division Of Corporations & Commercial Code		PO Box 25125		Salt Lake City	UT	84125-0125
Utah State Tax Commission		210 North 1950 West		Salt Lake City	UT	84134-0180
Valwood Improvement Authority Tx	Valwood Improvement Authority Tx	1430 Valwood Pkwy	Ste 160	Carrollton	TX	75006
Van Buren Co Tn	Van Buren County Trustee	PO Box 176		Spencer	TN	38585
Van Buren Twp Wayne	Treasurer	46425 Tyler Rd		Belleville	MI	48111
Vandalia City Of Oh		333 James E Bohanan Memorial Dr		Vandalia	OH	45377
Vanderburgh County In	Vanderburgh County Collector	1 Nw Mi King Jr Blvd	210	Evansville	IN	47708
Vassar City Of Tuscola	Treasurers Office	287 E Huron Ave		Vassar	MI	48768
Ventura County Collector		800 South Victoria Ave		Ventura	CA	93009
Vermont Department Of Taxes		109 State St		Montpelier	VT	05609-1401
Vigo County In	Vigo County Treasurer	191 Oak St	Vigo County Annex	Terre Haute	IN	47807
Virginia Department Of Taxation	Taxing Authority Consulting Service	PO Box 2156		Richmond	VA	23218-2156
Virginia Department Of Taxation		PO Box 1500		Richmond	VA	23218-1500
Wabash County In	Wabash County Treasurer	Courthouse 1 W Hill St	Ste 4b	Wabash	IN	46992
Wake Co Nc	Wake Co Tax Collector	PO Box 2331		Raleigh	NC	27602
Walhall Co Ms	Walhall Co Tax Collector	200 Ball Ave		Tylertown	MS	39667
Warren City Of Macomb	Treasurer	PO Box 2113		Warren	MI	48090
Warren Co Ky	Warren County Sheriff	429 E 10th St	Courthouse	Bowling Green	KY	42101
Warren County Ga	Warren County Tax Commissioner	PO Box 189		Warrenton	GA	30828
Warren County Tax Commissioner		PO Box 189		Warrenton	GA	30828-0189
Washington Co Ky	Washington County Sheriff	PO Box 127		Springfield	KY	40069
Washington Co Ms	Washington Co Tax Collector	PO Box 9		Greenville	MS	38702
Washington County In	Washington County Treasurer	99 Public Sq	Ste 101	Salem	IN	47167
Watertown Twp Clinton	Treasurer	12803 South Wacousta Rd		Grand Ledge	MI	48837

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 Delphi Corporation  
 Special Parties

Company	Contact	Address1	Address2	City	State	Zip
Wayne County In	Wayne County Treasurer	401 E Main St	County Adminstration Blgd	Richmond	IN	47374
Wayne Twp Cass	Treasurer	51327 Atwood Rd		Dowagiac	MI	49047
Webb County Tx	Webb County Tax Assessor /collector	PO Box 420128		Laredo	TX	78042
Webber Co Ut	Weber County Assessor	PO Box 9700		Ogden	UT	84409
Wells County In	Wells County Collector	102 W Market St	Ste 204	Bluffton	IN	46714
White Co Tn	White County Trustee	1 East Bockman Way	Room 102	Sparta	TN	38583
Whitley County In	Whitley County Treasurer	2nd Fl Courthouse		Columbia City	IN	46725
Wichita County Burk Burnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307
Wichita County Tx	Wichita County Tax Assessor	/ Collector	PO Box 1471	Wichita Falls	TX	76307
Williamson Co Tn	Williamson County Trustee	1320 W Main St Ste 3	PO Box 1365	Franklin	TN	37065
Wilson Co Nc	Wilson Co Tax Collector	PO Box 1162		Wilson	NC	27894
Wilson Co Tn	Wilson County Trustee	PO Box 865		Lebanon	TN	37088
Wisconsin Department Of Revenue	James Polkowski	2135 Rimrock Rd		Madison	WI	53713
Wisconsin Department Of Revenue		PO Box 8908		Madison	WI	53708-8908
Wisconsin Department Of Revenue		PO Box 93389		Milwaukee	WI	53293
Wisconsin Dept Of Financial Inst	Div Of Corporate And Consumer Svcs	PO Box 7846		Madison	WI	53707-7846
Woodstock Twp Lenawee	Treasurer	6486 Devils Lake Hwy		Addison	MI	49220
Wv Secretary Of State	Bldg 1 Rm 157 K	1900 Kanawha Blvd East		Charleston	WV	225305
Wv State Tax Department	Internal Auditing Division	PO Box 2666		Charleston	WV	25330-2666
Wv State Tax Department	Rd Eft	PO Box 11895		Charleston	WV	25339-1895
Wv State Treasurers Office		One Players Club Dr		Charleston	WV	25311
Wyandotte County Ks	Wyandotte County Treasurer	710 N 7th St	2nd Fl	Kansas City	KS	66101
Wyoming City Of Kent	Treasurers Office	1155 28th St Sw	PO Box 905	Wyoming	MI	49509
Yazoo Co Ms	Yazoo County Tax Collector	PO Box 108		Yazoo	MS	39194
York Co Sc	York Co Tax Treasurer	PO Box 116		York	SC	29745
York County Tax Collector		1070 Heckle Beva Box 14		Rock Hill	SC	29732-2863

## **EXHIBIT C**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
In re : Chapter 11  
: Case No. 05-44481 (RDD)  
DELPHI CORPORATION, et al. :  
: Debtors. : (Jointly Administered)  
:  
-----x

ORDER UNDER 11 U.S.C. §§ 363, 365, 1123, AND 1146 AND FED. R. BANKR. P. 2002,  
6004, 6006, AND 9014 AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF  
DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL ASSETS OF DEBTORS'  
EXHAUST BUSINESS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND  
(III) ASSUMPTION OF CERTAIN LIABILITIES

("EXHAUST SALE APPROVAL ORDER")

Upon the motion, dated November 14, 2008 (the "Motion"), of Delphi Corporation  
("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the  
above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. §§ 363, 365,  
1123, and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) (i) approving the bidding  
procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale  
notices, and (iv) setting a sale hearing date (the "Sale Hearing") and (b) authorizing and approving  
(i) the sale (the "Sale") of certain of the Debtors' assets (the "Acquired Assets") comprising  
substantially all the assets exclusively used in the Debtors' global exhaust emissions business (the  
"Exhaust Business"), free and clear of liens, claims, encumbrances, and interests to Bienes Turgon  
S.A. de C.V. and certain of its affiliates (the "Buyers") pursuant to the Master Sale And Purchase

Agreement, dated November 10, 2008 (such Master Sale And Purchase Agreement, including all schedules, exhibits, and related agreements and documents, the "Agreement," a copy of which (without such schedules, exhibits, and related agreements and documents) is attached hereto as Exhibit 1), by and between Delphi and certain of its affiliates, including certain affiliated chapter 11 Debtors as set forth in the Agreement (the "Selling Debtor Entities")<sup>1</sup> and the Buyers, or to the party submitting the highest or otherwise best bid (the "Successful Bidder"), (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed U.S. Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Post-Petition Contracts," and collectively with the Assumed U.S. Contracts, the "Assumed and Assigned Contracts") to the Buyers or the Successful Bidder, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Buyers or the Successful Bidder; and the Court having entered an order on November 25, 2008 (the "Bidding Procedures Order") (Docket No. 14490) (a) approving bidding procedures, (b) approving the bid protections, (c) approving the form and manner of sale and assumption and assignment notices, and (d) setting the Sale Hearing; and the Sale Hearing having been held on December 17, 2008, at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and the arguments of counsel made, and the evidence proffered or adduced at and on the record of the Sale Hearing; and there being no objection to the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Selling Debtor

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<sup>1</sup> Under the Agreement, the Selling Debtor Entities are comprised of Delphi Automotive Systems LLC, Delphi Technologies, Inc., and Delphi Corporation. Certain assets will be sold under the Agreement by non-Debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

Entities, their estates, their stakeholders, and all other parties-in-interest; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363, 365, 1123, and 1146 of 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the Bid Deadline, the Auction, and the assumption and assignment of the Assumed U.S. Contracts, and the Cure Amounts as approved herein has been provided in accordance with 11 U.S.C. §§ 102(l), 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (ii) such notice was good, sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale, the Bid Deadline, the Auction, or the assumption and assignment of the Assumed U.S. Contracts or assignment of the Postpetition Contracts as provided herein is necessary or shall be required.

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<sup>2</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Selling Debtor Entities have marketed the Acquired Assets and conducted the sale process in compliance with the Bidding Procedures Order and in a manner that afforded a full, fair, and reasonable opportunity for any party to make a higher or better offer to purchase the Acquired Assets. Notwithstanding a lengthy and thorough sales process and the opportunity for an auction, there were no higher and better offers for the Acquired Assets.

E. The Selling Debtor Entities (i) have full power and authority to execute the Agreement and all other applicable documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Selling Debtor Entities has been duly and validly authorized by all necessary action of the Selling Debtor Entities, (ii) have all of the power and authority necessary to consummate the transactions contemplated by the Agreement, and (iii) have taken all action necessary to authorize and approve the Agreement and to consummate the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Selling Debtor Entities to consummate such transactions.

F. The Selling Debtor Entities have demonstrated (i) good, sufficient, and sound business purposes and justification for the Sale, because, among other things, the Selling Debtor Entities and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that (a) the terms and conditions set forth in the Agreement, (b) the transfer to Buyers of the Acquired Assets pursuant to the terms of the Agreement, and (c) the Purchase Price agreed to as reflected in the Agreement

are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Acquired Assets, and (ii) that compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to the effective date of a plan of reorganization exist because, among other things, absent the Sale the value of the Acquired Assets will be substantially diminished.

G. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Buyers, (iii) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases (the "Creditors' Committee"), (iv) counsel for the official committee of equity security holders appointed in these chapter 11 cases, (v) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets during the past six months, (vi) all entities known to have asserted any Interests and/or Claims (as defined below) in, upon or against the Acquired Assets, (vii) all United States federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (viii) all counterparties to Assumed and Assigned Contracts, (ix) the United States Attorney's office, (x) the United States Department of Justice, (xi) the Securities and Exchange Commission, (xii) the Internal Revenue Service, (xiii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management

Order")), and (xiv) such other entities as are required to be served with notices under the Supplemental Case Management Order.

H. The Agreement was negotiated, proposed, and entered into by the Selling Debtor Entities and the Buyers without collusion, in good faith, and from arm's-length bargaining positions. Neither the Selling Debtor Entities nor the Buyers have engaged in any conduct that would cause or permit the Sale or any part of the transactions contemplated by the Agreement to be avoidable under 11 U.S.C. § 363(n).

I. The Buyers are good faith purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Buyers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this order.

J. The consideration provided by the Buyers for the Acquired Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for the Selling Debtor Entities' stakeholders than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

K. The Sale must be approved and consummated promptly to preserve the viability of the Exhaust Business as a going concern. The Sale is consistent with and is contemplated under the terms of the First Amended Plan Of Reorganization Of Delphi

Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, As Modified (as amended, the "Plan") confirmed by order of this Court on January 25, 2008 (the "Confirmation Order") (Docket No. 12359), and, accordingly, constitutes a transfer to which section 1146(c) of the Bankruptcy Code applies.

L. The transfer of the Acquired Assets to the Buyers will be a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyers with all right, title, and interest of the Selling Debtor Entities to the Acquired Assets free and clear of any and all liens, claims, interests, and encumbrances (including, without limitation, Encumbrances as defined in the Agreement, but excluding Permitted Encumbrances and Assumed Liabilities, each as defined in the Agreement) of any type whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities' or the Buyers' interest in the Acquired Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Exhaust Business prior to the Closing Date, including the transfer of the Acquired Assets to the Buyers (all such liens, claims, interests, and encumbrances listed herein, the "Interests and/or Claims").

M. If the Sale of the Acquired Assets with respect to the Selling Debtor Entities were not free and clear of all Interests and/or Claims as set forth in the Agreement and this order, or if the Buyers would, or in the future could, be liable for any of the Interests and/or Claims as set forth in the Agreement and this order, the Buyers would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Selling Debtor Entities, their estates, and their stakeholders.

N. The Selling Debtor Entities may sell their interests in the Acquired Assets free and clear of all Interests and/or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests and/or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2), and all holders of Interests and/or Claims are adequately protected by having their Interests and/or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest and/or Claim with the same priority, validity, force, and effect as they attached to such property immediately before the closing of the Sale.

O. The Selling Debtor Entities have demonstrated that it is an exercise of their sound business judgment to assume and/or assign the Assumed and Assigned Contracts as applicable to the Buyers in connection with the consummation of the Sale, and the assumption and/or assignment of the Assumed and Assigned Contracts is in the best interests of the Selling Debtor Entities, their estates, and their creditors. The Assumed and Assigned Contracts being assigned to, and the liabilities being assumed by, the Buyers are an integral part of the Acquired

Assets being purchased by the Buyers and, accordingly, such assumption and/or assignment of Assumed and Assigned Contracts and liabilities is reasonable and enhances the value of the Selling Debtor Entities' estates.

P. The Selling Debtor Entities have (i) cured, or have provided adequate assurance of cure, of any default existing prior to the Closing of the Sale under all of the Assumed and Assigned Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed and Assigned Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(B). The Buyers have provided adequate assurance of their future performance of and under the Assumed and Assigned Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). Pursuant to 11 U.S.C. § 365(f), the Assumed and Assigned Contracts to be assumed and assigned under the Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyers notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

Q. Approval of the Agreement and consummation of the Sale of the Acquired Assets and assignment of the Assumed and Assigned Contracts at this time are in the best interests of the Selling Debtor Entities, their stakeholders, their estates, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECreed THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Selling Debtor Entities are authorized, but not directed, to perform their obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.

4. Each of the signatories to the Agreement is authorized, but not directed, to take all actions necessary or appropriate to effectuate the terms of this order.

5. The Selling Debtor Entities are authorized, but not directed, to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together with all additional instruments and documents as may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Buyers for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyers or reducing to possession the Acquired Assets, the Assumed and Assigned Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This order and the Agreement shall be binding in all respects upon all stakeholders (whether known or unknown) of the Debtors, all affiliates and subsidiaries of the Selling Debtor Entities (including the reorganized or reconstituted Debtors after the effective date of the Plan), and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. To the extent that any provision of this order is inconsistent with the terms of the Agreement, this order shall govern.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is disclosed to the Creditors' Committee and does not have a material adverse effect on the Selling Debtor Entities' estates in the good faith business judgment of the Selling Debtor Entities.

Sale And Transfer Of The Acquired Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Selling Debtor Entities' right, title, and interest in the Acquired Assets shall be transferred to the Buyers free and clear of all Interests and/or Claims, with all such Interests and/or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they had as against the Acquired Assets immediately before

such transfer, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto.

9. The transfer of the Acquired Assets to the Buyers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Buyers with all right, title, and interest of the Selling Debtor Entities in and to the Acquired Assets free and clear of all Interests and/or Claims of any kind or nature whatsoever.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests and/or Claims against or in the Acquired Assets shall not have delivered to the Selling Debtor Entities prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Interests and/or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Selling Debtor Entities are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Buyers are hereby authorized to file, register, or otherwise record a certified copy of this order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and/or Claims in the Acquired Assets of any kind or nature whatsoever.

11. This order (a) shall be effective as a determination that, upon the Closing of the Sale, all Interests and/or Claims of any kind or nature whatsoever existing as to the Selling Debtor Entities or the Acquired Assets of the Selling Debtor Entities prior to the Closing of the

Sale have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, United States governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

12. All persons and entities, including, but not limited to, all debt security holders, equity security holders, United States Federal, state, and local governmental, tax, and regulatory authorities, lenders, trade creditors, and other stakeholders, holding Interests and/or Claims of any kind or nature whatsoever against or in the Selling Debtor Entities or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Exhaust Business, the Acquired Assets, the operation of the Exhaust Business by the Selling Debtor Entities prior to the Closing of the Sale, or the transfer of the Acquired Assets to the Buyers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyers, their successors or assigns, their property, or the Acquired Assets, such persons' or entities' Interests and/or Claims. Nothing in this order or the Agreement releases or nullifies any Liability to any United States federal, state, or local governmental agency under any environmental laws and regulations that any entity would be subject to as

owner or operator of any Acquired Assets after the date of entry of this order. Nothing in this order or the Agreement bars, estops, or enjoins any United States federal, state, or local governmental agency from asserting or enforcing, outside the Court, any liability described in the preceding sentence. Notwithstanding the above, nothing herein shall be construed to permit any United States federal, state, or local governmental agency to obtain penalties from the Buyers for days of violation of environmental laws and regulations prior to Closing.

13. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Selling Debtor Entities to sell and transfer the Acquired Assets to the Buyers, in each case in accordance with the terms of the Agreement or this order.

Assumption And Assignment Of The Assumed And Assigned Contracts To The Buyers

14. Pursuant to 11 U.S.C. § 365, and subject to and conditioned upon the Closing of the Sale, the Selling Debtor Entities' assumption and assignment to the Buyers, and the Buyers' assumption on the terms set forth in the Agreement, of the Assumed U.S. Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f) with respect thereto are hereby deemed satisfied; provided, however, that in the event the effective date of the Plan occurs prior to the Closing of the Sale, then the Assumed U.S. Contracts shall be assumed pursuant to the Plan and assigned in accordance with 11 U.S.C. §§ 365 and 1123 and the provisions of this order pursuant to the terms set forth in the Agreement.

15. The Selling Debtor Entities are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and/or assign to the Buyers, effective upon the

Closing of the Sale, the Assumed and Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever and (b) execute and deliver to the Buyers such documents or other instruments as may be necessary to assign and transfer the Assumed and Assigned Contracts and Assumed Liabilities to the Buyers.

16. The Assumed and Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyers in accordance with their respective terms, notwithstanding any provision in any such Assumed and Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Selling Debtor Entities shall be relieved from any further liability with respect to the Assumed and Assigned Contracts after such assignment to and assumption of such contracts by the Buyers.

17. All defaults or other obligations of the Selling Debtor Entities under the Assumed and Assigned Contracts arising or accruing prior to the Closing of the Sale (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Selling Debtor Entities at the Closing of the Sale or as soon thereafter as practicable or in the event the effective date of the Plan occurs prior to the Closing of the Sale, in accordance with the terms of the Plan, or absent an agreement as to the Cure Amount between the Selling Debtor Entities and the non-Debtor counterparty to an Assumed U.S. Contract, by order of this Court, in the amounts as set forth on Exhibit 2 hereto, and the Buyers shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale, except as otherwise expressly provided in the Agreement. Cure shall be

payable only to the counterparty to any Assumed U.S. Contract. Each non-Debtor counterparty to any Assumed U.S. Contract shall be deemed to have consented to the assumption and assignment of the Assumed U.S. Contract to the Buyers and shall be forever barred, estopped, and permanently enjoined from asserting against the Selling Debtor Entities or the Buyers, or the property of any of them, any default existing, arising, or accruing as of the date of the Closing or any purported written or oral modification to such Assumed U.S. Contract. Each non-Debtor counterparty to any Assumed U.S. Contract shall be forever barred, estopped, and permanently enjoined from asserting against the Buyers (or their property, including the Acquired Assets) any claim, counterclaim, defense, breach, condition, or setoff asserted or assertable against the Debtors. The failure of the Selling Debtor Entities or the Buyers to enforce prior to the Closing of the Sale one or more terms or conditions of any Assumed and Assigned Contracts shall not be a waiver of such terms or conditions or of the Selling Debtor Entities' or Buyers' rights to enforce every term and condition of any such Assumed and Assigned Contracts. There shall be no rent accelerations, assignment fees, increases (including of rates), or any other fees charged to the Buyers as a result of the assumption and assignment of the Assumed U.S. Contracts.

Additional Provisions

18. The transactions contemplated by the Agreement, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the transactions contemplated by the Agreement shall be, and hereby are, exempt from the imposition and payment of all stamp taxes or any other similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

19. The consideration provided by the Buyers for the Acquired Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and the laws of the United States and any state, territory, or possession thereof, or the District of Columbia.

20. Upon the Closing of the Sale, this order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets and Assumed and Assigned Contracts or a bill of sale transferring good and marketable title in such Acquired Assets and Assumed and Assigned Contracts to the Buyers pursuant to the terms of the Agreement.

21. Upon the Closing of the Sale, each of the Selling Debtor Entities' creditors is authorized and directed to execute such documents and take all other such actions as may be necessary to release their respective Interests and/or Claims against the Acquired Assets, if any, as such Interests and/or Claims may have been recorded or may otherwise exist.

22. Each and every United States federal, state, and local governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

23. All entities which are currently, or as of the Closing of the Sale may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to

the Agreement are hereby directed to surrender possession of the Acquired Assets to the Buyers upon the Closing of the Sale.

24. All entities holding Interests and/or Claims against or in the Selling Debtor Entities or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests and/or Claims of any kind or nature whatsoever against the Buyers, their property, their successors and assigns, or the Acquired Assets with respect to any Interest and/or Claim of any kind or nature whatsoever which such person or entity had, has, or may have against or in the Selling Debtor Entities, their estates, their officers, their directors, their shareholders, or the Acquired Assets. Following the Closing of the Sale, no holder of an Interest and/or Claim in or against the Selling Debtor Entities shall interfere with the Buyers' title to or use and enjoyment of the Acquired Assets based on or related to such Interest and/or Claim or any actions that the Selling Debtor Entities may take, or have taken, in their chapter 11 cases.

25. The transactions contemplated by the Agreement are undertaken by the Buyers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are purchasers in good faith of the Acquired Assets pursuant to section 363(m) of the Bankruptcy Code, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

26. The consideration provided by the Buyers for the Acquired Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

27. The purchase price shall be and hereby is allocated between the Selling Debtor Entities and the non-Debtor Sellers as set forth on Exhibit 3 hereto. To the extent that indemnification obligations arise under the Agreement on account of the liability of a non-Debtor Seller, such indemnity shall be paid from the proceeds of the Sale allocated to such non-Debtor Seller.

28. The Selling Debtor Entities, including, but not limited to, their officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this order. The Selling Debtor Entities shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this order.

29. The terms and provisions of the Agreement and this order shall be binding in all respects upon the Selling Debtor Entities, their estates, and their stakeholders, the Buyers and their affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all entities asserting an Interest and/or Claim against or in the Acquired Assets to be sold to the Buyers pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee or other fiduciary such terms and provisions likewise shall be binding.

30. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Selling Debtor Entities' estates or of the other Sellers, such as funds that are trust funds under any applicable state lien laws.

31. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyers on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

32. The failure specifically to include or to reference any particular provision of the Agreement in this order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

33. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Buyers, (b) compel delivery of the purchase price or performance of other obligations owed pursuant to the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this order, (e) protect the Buyers against any Interests and/or Claims against or in the Selling Debtor Entities or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (f) determine all disputes among the

Selling Debtor Entities, the Buyers, and any non-Debtor parties to any Assumed and Assigned Contracts concerning, inter alia, the Selling Debtor Entities' assumption and/or assignment of any Assumed and Assigned Contract to the Buyers under the Agreement.

Dated: New York, New York  
December 17, 2008

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/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**EXECUTION COPY**

**MASTER SALE AND PURCHASE AGREEMENT**

**AMONG**

**DELPHI CORPORATION**

**AND**

**BIENES TURGON S.A. DE C.V.**

**DATED AS OF**

**NOVEMBER 10, 2008**

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**MASTER SALE AND PURCHASE AGREEMENT**

**THIS MASTER SALE AND PURCHASE AGREEMENT**, dated as of November 10, 2008 between DELPHI CORPORATION, a Delaware corporation ("**Delphi**") on behalf of itself and the other entities set forth on Schedule 1 (each a "**Seller**," and, collectively with Delphi, the "**Sellers**"), and BIENES TURGON S.A. DE C.V., a Mexican corporation ("**Buyer Parent**"), on behalf of itself or a company to be formed and the other buyers set forth on Schedule 1 (each a "**Buyer**," and, collectively with Buyer Parent, the "**Buyers**"):

**WHEREAS**, Delphi, through its Affiliates referred to in this Agreement, is engaged in the Business (as hereinafter defined);

**WHEREAS**, the Sellers own the Acquired Assets and, directly or indirectly, the Sale Securities (each as hereinafter defined);

**WHEREAS**, on October 8, 2005 (the "**Petition Date**"), the Filing Affiliates (as hereinafter defined) filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§ 101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"); and

**WHEREAS**, as contemplated by Sections 363, 365 and 1146 of the Bankruptcy Code and pursuant to Section 7.29 and 8.5 of the Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, as modified, the Sellers desire to sell to the Buyers all of their right, title and interest in and to the Acquired Assets, and Buyers desire to make such purchase, subject to and in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

**1. DEFINITIONS:**

**1.1 Certain Defined Terms.**

As used in this Agreement, the following terms have the meanings set forth below or in the sections referred to below:

**"Accounts Payable"** means all trade accounts payable and other obligations to pay suppliers and third parties to the extent arising exclusively from the conduct of the Business, including intercompany payables, to the extent not settled prior to the Closing Date.

**"Accounts Receivable"** means all trade accounts receivable and other rights to payment from customers to the extent arising from the conduct of the Business or relating to the Acquired Assets, including accounts or notes receivable and the full benefit of all security for such accounts or notes, including intercompany receivables, to the extent not paid prior to the Closing Date.

**"Acquired Assets"** – Section 2.1.2.

**"Acquired Intellectual Property"** means Sellers' right, title and interest in Owned Intellectual Property that is used or held for use exclusively for the Business, including the Intellectual Property listed in Schedule 4.11.1.

**"Administrative Assets"** mean books, records and other administrative assets exclusively used or held for use in the Business, including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, bill of materials, personnel records of employees, billing records, accounting records, other financial records and sale order files; provided, however, that Administrative Assets does not include Intellectual Property or Technical Documentation.

**"Affiliate"** means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" means ownership of more than fifty percent (50%) of the shares or other equity interest and having power to elect a majority of the members of the board of directors or similar body governing the affairs of such Person.

**"Agreement"** means this Master Sale and Purchase Agreement (including the Schedules and Exhibits referred to herein, each of which is incorporated herein by reference), as amended, modified or supplemented from time to time.

**"Allocation"** – Section 3.5.1.

**"Alternate Bid(s)"** – Section 10.10.

**"Alternate Bidder(s)"** – Section 10.10.

**"Alternative Transaction"** – Section 9.2.1.

**"Ancillary Agreement(s)"** – Section 8.2.

**"Asia Pacific Employees"** means the employees who are employed by Sellers primarily in the Business in Australia, India or China immediately prior to the Closing Date.

**"Asset Seller(s)"** means Sellers listed as Assets Sellers on Schedule 1, with respect to the Acquired Assets located at the Manufacturing Facilities described on such Schedule.

**"Assumed Liabilities"** – Section 2.2.

**"Assumed U.S. Contracts"** – Section 6.3.

**"Auction"** – Section 10.8.

**"Australia Employee"** – Section 6.6.3(A)(i).

**"Bankruptcy Cases"** – Recitals.

**"Bankruptcy Code"** – Recitals.

**"Bankruptcy Court"** – Recitals.

**"Bankruptcy Rules"** mean the U.S. Federal Rules of Bankruptcy Procedure.

**"Benchmark Working Capital"** means twenty Million dollars (\$20,000,000).

**"Bid Deadline"** – Section 10.3.

**"Bidding Procedures"** – Section 10.1.

**"Bidding Procedures Order"** means the order of the Bankruptcy Court approving the Bidding Procedures and certain provisions of this Agreement, including, but not limited to, Buyers' right, under the terms and conditions set forth hereafter, to a Break-Up Fee or Expense Reimbursement.

**"Bidding Process"** – Section 10.1.

**"Break-Up Fee"** – Section 9.2.1.

**"Business"** means the global exhaust emission systems business segment consisting of (i) the Sellers' catalytic converter product line; and (ii) the design, testing, manufacture, development, marketing and sale of the Products by the Sellers at the Manufacturing Facilities and Technical Centers; in each instance, (a) except for the Excluded Assets; (b) as of the Closing Date; and (c) to the extent carried out, either directly or indirectly through Delphi South Africa, Katcon and/or the Asset Sellers as more fully detailed in this Agreement.

**"Business Day"** means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

**"Buyer Employee Benefit Plans"** means Buyers' pension, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written statements of policies, practices or understandings relating to employment.

**"Buyer Parent"** – Recitals.

**"Buyer(s)"** – Recitals.

**"Cap Amount"** – Section 11.3.2.B.

**"Cash"** means the sum of cash, cash equivalents and liquid investments plus all deposited but uncleared bank deposits and less all outstanding checks and electronic payments of the Business.

**"China Employee"** – Section 6.6.3(A)(i).

**"Claims"** mean all Losses, Liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses)

whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

**"Closing"** – Section 8.1.

**"Closing Date"** – Section 8.1.

**"Closing Working Capital Statement"** means the statement of Working Capital of the Business (as adjusted in accordance with this Agreement) as of 11:59 P.M. (Eastern Standard Time) on the Closing Date, which statement shall be prepared and delivered in accordance with Section 3.3, and will separately set forth the Working Capital for the Business.

**"Closing Date Payment"** – Section 3.2.1.

**"Collective Bargaining Agreements"** mean all collective bargaining agreements with any labor union, works council or other representative of Global Sale Employees (including material local agreements, individual workplace agreements, amendments, supplements, letters and memoranda of understanding of any kind).

**"Committee"** – Section 10.3.

**"Competent Authority"** means a person, agency, department or subdivision thereof having governmental authority under an applicable Environmental Law, and/or a court or tribunal of competent jurisdiction.

**"Competition/Investment Law"** means any Law that is designed or intended to prohibit, restrict or regulate: (i) foreign investment; or (ii) antitrust, monopolization, restraint of trade or competition.

**"Competitive Business"** – Section 6.4.1.

**"Compliance Matter"** means an event, condition, activity, practice, action or omission at the Manufacturing Facility which gives rise to a breach or violation of an Environmental Law.

**"Confidential Information Memorandum"** means the Confidential Information Memorandum dated Summer, 2008, furnished by Lincoln International Advisors LLC, relating to the Business.

**"Confidentiality Agreement"** means the confidentiality agreement between Buyer Parent and Delphi relating to the Sale, dated May 7, 2008.

**"Consent"** means any consent, approval, authorization, waiver, permit, agreement, license, certificate, exemption, order, registration, declaration, filing or notice of, with or to any Person, or the expiration or termination of the waiting period under any Competition/Investment Law, in each case required to permit the consummation of any of the transactions contemplated by this Agreement.

**"Contracts"** mean purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, leases, product warranty or service agreements and other binding commitments, agreements, arrangements and undertakings of any nature.

**"Controlled Group"** – Section 4.10.8.

**"Copyrights"** mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registrations, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein provided by international treaties or conventions; (ii) moral rights (including rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) semiconductor chip mask work registrations and applications therefor; and (v) rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Corporate Trademark Rights"** means Trademark Rights used both in the Business and in other businesses conducted directly or indirectly by Delphi.

**"CPA Firm"** – Section 3.3.3.

**"Cure Amounts"** mean all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Asset Sellers and assignment to (and assumption by) Buyers of the Assumed U.S. Contracts under the Sale Approval Order.

**"Data Room"** means the data room(s) (including virtual data rooms) in which the documents and information related to the Business and the Acquired Assets were disclosed to Buyer Parent and its representatives and counsel.

**"Debt Obligations"** - as applied to any Person, mean obligations for borrowed money as evidenced by bonds, debentures, notes, financing or capital (as opposed to operating) leases and other similar instruments, and all guaranties of such obligations.

**"Deductible Amount"** - Section 11.3.2.B.

**"Defending Party"** – Section 12.15.1.

**"Deferred Item(s)"** – Section 2.4.1.

**"Delphi"** – Recitals.

**"Delphi India"** – Section 6.16.1.

**"Delphi South Africa"** means Delphi South Africa (Proprietary) Ltd., a company registered in accordance with the laws of the Republic of South Africa under registration number 2005/030075/07.

**"Demanding Party"** – Section 12.15.1.

**"Deposit Amount"** – Section 3.1.

**"Deposit Escrow Agreement"** means the Deposit Escrow Agreement dated as of the date hereof, executed by and among Buyer Parent, Delphi and Escrow Agent concurrently with this Agreement.

**"EC Merger Regulation"** means Council Regulation (EEC) 4064/89 of the European Community, as amended.

**"Encumbrance"** means with respect to (i) the Sale Securities or any other shares of capital stock owned by Sellers, Buyers or their respective Affiliates: any voting trust, shareholder agreement, proxy or other similar restriction; and (ii) any property or asset (including the Acquired Assets, Sale Securities or any other shares of capital stock owned by Sellers, Buyers or their respective Affiliates): any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction or a similar law relating to security interests in and over personal property).

**"Environment"** means the following media (whether individually or commingled): air, water, surface water, groundwater (whether an aquifer or water below the surface of the ground), and ground (whether at the surface or below the surface) and all organisms, ecosystems, flora, and natural resources.

**"Environmental Claim"** means a Proceeding by any Person alleging Liability arising from the existence of or a Release of Hazardous Materials, or a noncompliance with any Environmental Law.

**"Environmental Contamination"** means the presence, in excess of applicable clean-up standards or in violation of applicable Environmental Laws, of a Hazardous Material at, in, under, on or about the Environment at the Manufacturing Facility.

**"Environmental Damages"** means losses, liabilities, costs, damages, fines, penalties and expenses (including reasonable expenses of investigation and attorneys' fees) arising out of an Environmental Contamination, but in all cases excluding losses, liabilities, costs, damages and expenses deemed consequential or loss of profit, and also excluding expenses of investigating information for the purposes of making a claim for indemnification under this Agreement.

**"Environmental Law"** means all Laws applicable to the conduct and the operation of the Business in force on or prior to the Closing Date, and relating to pollution or the protection of the Environment.

**"Environmental Permits"** mean any licenses, permits, authorizations and approvals issued by any Governmental Authority and required to be obtained by the Business in respect of the Acquired Assets under Environmental Laws material to the conduct and the operation of the Business.

**"Equityholders' Committee"** – Section 10.3.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

**"Escrow Agent"** means the escrow agent under the Deposit Escrow Agreement.

**"European Employees"** means the employees who are employed by Sellers primarily in the Business in Poland or Luxembourg immediately prior to the Closing Date.

**"Excluded Assets"** – Section 2.1.3.

**"Excluded Intellectual Property"** – Section 2.1.3.C.

**"Excluded Software"** means the Software identified on Schedule 2.1.3.N.

**"Expense Reimbursement"** – Section 9.2.2.

**"Filing Affiliates"** mean Delphi and the following Affiliates of Delphi, each of which are included in the Bankruptcy Cases and operate certain portions of the Business or are Sellers: Delphi Automotive Systems LLC and Delphi Technologies, Inc.

**"Final Statement of Working Capital"** – Section 3.3.3.

**"GAAP"** means United States generally accepted accounting principles and practices as in effect from time to time.

**"Global Sale Employees"** means all U.S. Employees, European Employees, Asia Pacific Employees and South Africa Employees who are employees of any Asset Seller-listed on Schedule 1 or of Delphi South Africa, except for Inactive U.S. Employees unless and until they transfer to Buyer.

**"GM"** means General Motors Corporation.

**"Good Faith Deposit"** – Section 10.5.3.

**"Governmental Approval"** means any Consent of, with or to any Governmental Authority.

**"Governmental Authority"** means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

**"Governmental Order"** means, with respect to any Person, any judgment, order, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by or with any Governmental Authority and binding on such Person.

**"Hardware Contracts"** – Section 2.1.2.I.

**"Hazardous Materials"** means any element, mixture, chemical, material, constituent, waste, pollutant, contaminant, or material including petroleum or petroleum-based or petroleum-derived, polychlorinated biphenyls, noxious, radioactive, flammable, corrosive or caustic compound (whether solid, liquid or gaseous) which are regulated or can give rise to Liabilities or Losses under an Environmental Law or an Environmental Permit.

**"HSR Act"** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

**"Inactive U.S. Employees"** – Section 6.6.1.B.

**"Indemnifiable Losses"** – All Losses actually incurred by the Party or their Affiliates and their respective directors, officers, employees, advisors, representatives and agents, including in connection with any actions, suits, demands, assessments, judgments, lawsuits and settlements, and any such case reduced by the amount of insurance proceeds recovered by said Party from any Person or entity with respect thereto.

**"Indemnification Claim"** – Section 11.5.

**"India Capital Subsidy"** – Section 6.16.1.

**"Individual Claim Amount"** – Section 11.3.2.B.

**"Intellectual Property"** means Patent Rights, Trademark Rights, Copyrights, Software, Trade Secrets and Know-How.

**"Inventory"** means finished goods, raw materials, work-in-process, packaging, stores, stock, supplies and other inventory, exclusively used or held for use in the Business, wherever located.

**"IRC"** means the Internal Revenue Code, as amended, and the rules and regulations promulgated thereunder.

**"KDAC"** means Korea Delphi Automotive Systems Corporation, a Korean company.

**"Katcon"** means Katcon S.A. de C.V., a Mexican company.

**"Know-How"** means proprietary technical and business knowledge and information, regardless of whether recorded and, if recorded, regardless of the media in which it is recorded, such knowledge and information including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

**"Knowledge of Buyers"** or **"Buyers' Knowledge"** (or a similar phrase) means the actual, conscious knowledge of the individuals listed on Schedule 1.1.A with respect to the matters specified for such individuals on Schedule 1.1.A.

**"Knowledge of Sellers"** or **"Sellers' Knowledge"** (or a similar phrase) means the actual, conscious knowledge of the individuals listed on Schedule 1.1.B with respect to the matters specified for such individuals on Schedule 1.1.B.

**"Law"** means any and all applicable laws, rules, regulations, directives, decrees, treaties, statutes, provisions of any constitution and principles (including principles of the common law) of any Governmental Authority, as well as any applicable Governmental Order.

**"Leased Real Property"** – Section 4.14.1.

**"Liabilities"** mean any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute, contingent, determined or undeterminable, on- or off- balance sheet, including those arising under any Law, Claim, Governmental Order, Contract or otherwise.

**"Licensed Intellectual Property"** means Sellers' rights with respect to Intellectual Property licensed or sublicensed to Sellers from a third party, and that is exclusively used or held for use by the Business.

**"Losses"** mean any and all claims, Liabilities, losses, damages, fines, penalties and costs (in each case including reasonable out-of-pocket expenses (including reasonable attorneys', accountants', technical consultants', engineers' and experts' fees and expenses)).

**"Management Presentations"** mean the presentations, expert meetings, site visits and question and answer sessions, provided by Delphi and Sellers (and their advisers and counsel) to Buyer Parent and the other Buyers (and their advisers and counsel), with respect to the Business, in view of the transactions contemplated herein.

**"Manufacturing Cost"** means costs incurred within the Manufacturing Facilities in carrying out the manufacturing and assembly of replacement Products, including direct material and labor, inbound freight, outbound freight, where applicable, as well as manufacturing overhead directly attributable to the manufacture and assembly of Products, such as utilities, but excluding indirect costs that may be allocated to but are not directly related to the manufacturing and assembly of Products.

**"Manufacturing Facilities"** means the Business' manufacturing assembly facilities located at Blonie, Poland; Shanghai, China; Clayton, Australia; Gurgaon, India; Port Elizabeth, South Africa; and the Katcon locations in Monterrey, Mexico (Santa Catarina and Guadalupe) and Valencia, Venezuela, each of which is singly referred to as a **"Manufacturing Facility."**

**"Marked Agreement"** – Section 10.5.2.

**"Material Adverse Effect"** means any change, occurrence or development that has a material adverse effect on the business, assets, Liabilities (except to the extent assumed or retained by Sellers' hereunder), results of operations or financial condition of the Business, taken as a whole, including (notwithstanding anything to the contrary contained in this definition) any change, occurrence or development: (a) resulting from a bankruptcy or Chapter 11 filing of GM, unless cured or lifted before Closing, or (b) GM notifying Delphi in writing of a loss of business from GM, awarded to Delphi South Africa as of the date of this Agreement, of greater than five hundred thousand (500,000) catalytic converters, on an annualized basis, for 2009 or 2010; but excluding any change, occurrence or development: (i) resulting from general economic or business conditions; (ii) resulting from strikes or acts of God (e.g. flooding, earthquake, volcano), (iii) resulting from material increases in raw materials or other operating costs that cannot be passed through to customers; (iv) affecting companies in the industry or markets of the Business generally; (v) resulting from any changes in any Law, or in GAAP or any foreign generally accepted accounting principles; (vi) resulting from any existing event, occurrence or circumstance with respect to the Business to which the Buyers have Knowledge as of the date hereof; (vii) that is cured or for which an offer to cure has been made by the Sellers before the date of any termination of this Agreement by Buyer Parent pursuant to Section 9.1 hereof; (viii) resulting from the negotiation, announcement or performance of this

Agreement or the transactions contemplated hereby, including by reason of the identity of any Buyer or communication by any Buyer or its Affiliates of its plans or intentions regarding operation of the Business; (ix) resulting from any act or omission of any Seller taken with the prior consent of any Buyer; (x) resulting from any actions required under this Agreement to obtain any Consent; (xi) resulting from the filing of the Bankruptcy Cases or from any action approved by the Bankruptcy Court; (xii) resulting from the regulatory status of any Buyer, or (xiii) resulting from acts of war or terrorism, whether or not directed at the Business or Buyer.

**"Material Contracts"** – Section 4.12.1.

**"Notice"** – Section 12.15.1.

**"Non-Filing Sellers"** means Sellers not subject to the Bankruptcy Cases.

**"Objection"** – Section 3.3.2.

**"OEM"** means automotive original equipment manufacturer.

**"OFAC"** – Section 5.6.

**"Ordinary Course of Business"** means, in all material respects, the usual, regular and ordinary course of a business consistent with the past practice thereof, provided that where the Sellers' past practices were modified following filing of the Bankruptcy Cases, such term means the ordinary course consistent with custom and practice of the Sellers' from and after the Petition Date to the extent consistent with orders issued in the Bankruptcy Cases.

**"Organizational Document"** means, as to any Person, its certificate or articles of incorporation, its regulations or by-laws or any equivalent documents under the law of such Person's jurisdiction of incorporation or organization.

**"Owned Intellectual Property"** means Intellectual Property in and to which Sellers hold, or have a right to hold, in whole or in part, any right, title and interest.

**"Owned Real Property"** – Section 4.14.2.

**"Party(ies)"** means any Seller or Sellers and any Buyer, Buyers or Buyer Parent.

**"Patent Rights"** mean: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including any invention disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention and design registrations, patents and patent applications (including provisionals, substitutions, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions; and (iv) rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Permits"** – Section 4.6.

**"Permitted Encumbrance"** means: (i) purchase money security interests arising in the

Ordinary Course of Business; (ii) security interests relating to progress payments created or arising pursuant to government contracts; (iii) security interests relating to vendor tooling arising in the Ordinary Course of Business; (iv) Encumbrances in favor of any Sellers' pre-Petition Date secured lenders and post-Petition Date secured lenders which, upon Closing, will attach to the proceeds of the Sale attributable to the sale of the assets of the Filing Affiliates in the same order and priority that the Encumbrances attached to the assets of the Filing Affiliates, subject to all existing defenses and other objections; (v) any Encumbrance that may be created by or on behalf of Buyers; and (vi) in relation to Real Property: (a) Encumbrances relating to any current real estate or ad valorem taxes or assessments not yet delinquent or being contested in good faith by appropriate Proceedings; (b) mechanic's, materialmen's, laborer's and carrier's liens and other similar liens arising by operation of law or statute in the Ordinary Course of Business for obligations which are not delinquent and which will be paid or discharged in the Ordinary Course of Business; (c) matters which an ALTA survey, or a similar survey in any other country, would disclose; (d) rights of the public and adjoining property owners in streets and highways abutting and adjacent to the Real Property; (e) easements, covenants, restrictions and other encumbrances of public record; and (f) such other Encumbrances, the existence of which, in the aggregate, would not materially interfere with or materially affect the use of the respective underlying asset to which such Encumbrances relate as used on the Closing Date.

**"Person"** means any individual, partnership, firm, corporation, association, trust, unincorporated organization, joint venture, limited liability company, Governmental Authority or other entity.

**"Personal Property"** means tangible personal property other than Inventory, owned by an Asset Seller and exclusively used in or held for use in the Business, including production machinery, dunnage, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, related spare parts, business machines, computer hardware and other information technology assets, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property, whether located on the Real Property, at the place of business of a vendor or elsewhere; provided, however, that Personal Property does not include personal property owned by any third party or that is part of Shared Assets, Intellectual Property or Technical Documentation.

**"Petition Date"** – Recitals.

**"PGM"** means precious group metals, including platinum, palladium and rhodium.

**"Post-Closing Compliance Matter"** means a Compliance Matter occurring after the Closing Date.

**"Post-Closing Environmental Contamination"** means Environmental Contamination occurring after the Closing Date and any subsequent migration.

**"Post-Petition Contracts"** mean the Contracts of the Filing Affiliates relating to the Business entered into by such Filing Affiliates on or after the Petition Date.

**"Potential Bidder"** – Section 10.2.

**"Pre-Closing Compliance Matter"** means a Compliance Matter occurring at prior to the Closing Date.

**"Pre-Closing Environmental Contamination"** means Environmental Contamination occurring prior to the Closing Date and any subsequent migration.

**"Pre-Petition Contracts"** mean the Contracts of the Filing Affiliates relating to the Business entered into by such Filing Affiliates before the Petition Date.

**"Preliminary Purchase Price"** means the Deposit Amount, the Closing Date Payment and the SDECSC Closing Date Payment.

**"Price Adjustment"** – Section 3.2.3.

**"Proceeding"** means any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, by or before any Governmental Authority.

**"Product(s)"** means catalytic converter and exhaust assemblies and components, except for assemblies and components related to selective NOx reduction in diesel exhaust aftertreatment systems such as diesel fuel reformation and urea injection distribution.

**"Product Warranty Claims"** means Liabilities arising out of, resulting from or relating to product warranty or product return, including all Liabilities arising from, caused by or related to any obligation to implement any replacement, field fix, retrofit, modification or recall campaign with respect to any Product.

**"Property Taxes"** – Section 6.5.1.

**"Purchase Price"** – Section 3.4.4.

**"Qualified Bid"** – Section 10.6.

**"Qualified Bidder"** – Section 10.2.

**"Real Property"** means the Owned Real Property and the Leased Real Property.

**"Release"** means any spill, emission, leaking, placement, burial or discharge of any Hazardous Materials at, in, onto, under or through the Real Property or the Environment.

**"Relevant Items"** – Section 3.3.2.

**"Relevant Transfer"** means a relevant transfer under the Transfer Regulations.

**"Remedial Works"** means the works, designs, investigations and activities carried out by a Party in relation to Environmental Contamination, but excluding expenses of investigating information for the purposes of making a claim for indemnification under this Agreement.

**"Remediation Standards"** means standards which are: (i) the minimum standards based on a risk assessment permitted under Environmental Laws; (ii) applicable to the industrial use and operations at the Real Property as carried out at the Closing Date; (iii) reasonable; and (iv) would be reasonably anticipated to be acceptable (or is acceptable), to a relevant Competent Authority lawfully exercising its powers under Environmental Laws, in each case as in existence as of the Closing Date.

**"Remedy"** - Section 11.4.4.

**"Required Bid Documents"** – Section 10.5.

**"Retained Liabilities"** – Section 2.3.

**"Return Date"** – Section 10.11.

**"Sale"** means the sale, assignment and transfer of the Acquired Assets and Sale Securities from Sellers to Buyers in accordance with this Agreement and the relevant Transfer Agreements.

**"Sale Approval Order"** means an order or orders of the Bankruptcy Court entered pursuant to Sections 363 and 365 of the Bankruptcy Code, the form and substance of which is reasonably satisfactory to Buyer, authorizing and approving, among other things, the Sale free and clear of all Encumbrances on Acquired Assets sold by a Filing Affiliate, other than Permitted Encumbrances

**"Sale Hearing"** – Section 10.9.

**"Sale Motion"** means the motion filed by Delphi with the Bankruptcy Court for entry of the Sale Approval Order.

**"Sale Securities"** mean the shares of the Delphi South Africa and Katcon, respectively, as set forth in more detail on Schedule 4.3 to this Agreement.

**"SDECSC"** means Shanghai Delphi Emission Control Systems Company Limited, a Chinese company.

**"SDECSC Closing Date Payment"** – Section 3.2.1.

**"SDN List"** – Section 5.6.

**"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**"Securities Seller"** means Sellers listed as Securities Sellers on Schedule 1, with respect to the Sale Securities described on such Schedule.

**"Security Purchase and Transfer Agreement(s)"** means the agreement(s) for the transfer and sale of the Sale Securities, substantially in the form attached as Exhibit 8.2.2.A and Exhibit 8.2.2.E.

**"Seller Employee Benefit Plans"** means Asset Sellers' and Delphi South Africa's pension, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, severance, vacation, sick leave, paid or unpaid time off, jubilee awards, fringe or welfare benefits, any employment or consulting Contracts, collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written or binding oral statements of policies, practices or

understandings relating to employment.

**"Seller(s)" – Recitals.**

**"Shared Assets"** means the Personal Property that is not exclusively used by the Business but shared with other business of Asset Sellers.

**"Shared Intellectual Property"** means Intellectual Property (other than Corporate Trademark Rights and Excluded Software) owned by Delphi or any of its Affiliates that is used in the Business and used or held for use in one or more other businesses conducted directly or indirectly by Delphi or an Affiliate but is not used exclusively in the Business.

**"Software"** means computer software and programs, including source code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

**"South Africa Employees"** means the employees who are employed by Delphi South Africa immediately prior to the Closing and identified on Schedule 4.10.1.

**"Straddle Period"** – Section 6.5.4.

**"Subsequent Bid"** – Section 10.6.

**"Successful Bid(s)"** – Section 10.8.6.

**"Successful Bidder(s)"** – Section 10.8.6.

**"Tax"** or **"Taxes"** means any taxes of any kind, including but not limited to those measured on, measured by or referred to as, income, alternative or add-on minimum, gross receipts, escheat, capital, capital gains, sales, use, *ad valorem*, franchise, profits, license, privilege, transfer, withholding, payroll, employment, social, excise, severance, stamp, occupation, premium, goods and services, value added, property, environmental or windfall profits taxes, customs, duties or similar fees, assessments, charges or recapture of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Authority.

**"Tax Claim"** means any Claim related to Tax or Taxes.

**"Tax Return"** means any return, report, declaration, form, election letter, statement or other information required to be filed with any Governmental Authority with respect to Taxes, including any schedule or attachment thereto or amendment thereof.

**"Taxing Authority"** means, with respect to any Tax, the Governmental Authority thereof that imposes such Tax and the agency, court or other body (if any) charged with the interpretation, administration or collection of such Tax for such Governmental Authority.

**"Technical Centers"** means the prototype, technical, application engineering, and customer support centers used by the Business and which are located at Luxembourg, Luxembourg; Flint, Michigan; and Auburn Hills, Michigan.

**"Technical Documentation"** means all documented technical information owned by Sellers that is currently in the files of the Business or primarily used in the Business, in each case pertaining to the design or manufacture of the Products.

**"Third Party"** means any person not a Party or a Competent Authority.

**"Trade Secrets"** mean: (i) all forms and types of financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and regardless of whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, if: (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and (ii) confidential technical and business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice); and (iii) all rights to sue or recover and retain damages, costs and attorneys' fees for present and past misappropriation of any of the foregoing.

**"Trademark Rights"** mean: (i) trademarks, trade names and service marks; (ii) the goodwill associated with trademarks, trade names and service marks; (iii) registrations and applications for registration of trademarks, trade names and service marks; and (iv) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Transfer Agreement(s)"** – Section 8.2.2.

**"Transfer Regulation"** means any Law pursuant to which the employment of any employee of an Asset Seller (or any employee of any other Affiliate of Delphi, except for Delphi South Africa and Katcon) who is dedicated to the Business will transfer to a Buyer in connection with the transactions contemplated by this Agreement, including pursuant to Directive 77/187/EC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC of the European Parliament and Council and any Law adopted pursuant thereto, as well as the Indian Industrial Disputes Act of 1948, and any Law, works council or union agreement otherwise relating to such transfer of employment and the delivery of information to or consultation with employees or their representatives in connection with the transactions contemplated by this Agreement.

**"Transfer Taxes"** – Section 6.5.5.

**"Transferred Asia Pacific Employee"** means any Transferred Australia Employee, Transferred China Employee and Global Sale Employee in India, and **"Transferred Asia Pacific Employees"** means all Transferred Australia Employees, Transferred China Employees and Global Sale Employees in India.

**"Transferred Australia Employee"** means any Australia Employee who accepts an offer of employment from the local Buyer pursuant to Section 6.6.3(A)(ii).

**"Transferred China Employee"** means any China Employee who accepts an offer of employment from the local Buyer pursuant to Section 6.6.3(A)(ii).

**"U.S. Employees"** means the employees who are employed by Sellers primarily in the Business in the United States immediately prior to the Closing and identified on Schedule 4.10.1.

**"USA PATRIOT Act"** – Section 5.6.

**"Working Capital"** means the addition of usable and marketable Inventory (net of applicable reserves for obsolete or slow moving inventories) from the Manufacturing Facilities located at Blonie, Poland; Shanghai, China; Clayton, Australia; Gurgaon, India; and Port Elizabeth, South Africa plus Accounts Receivable (net applicable allowances for doubtful accounts) from the Manufacturing Facilities located at Blonie, Poland; Clayton, Australia; Gurgaon, India; and Port Elizabeth, South Africa less Accounts Payable from the Manufacturing Facilities located at Blonie, Poland; Clayton, Australia; Gurgaon, India; and Port Elizabeth, South Africa. All Working Capital calculations shall be determined in accordance with GAAP, except for PGM components in SDECSC's Inventory which will be valued based on pass through cost to customers. For the avoidance of doubt, Accounts Receivable and Accounts Payable from the Shanghai, China Manufacturing Facility, as well as Accounts Receivable, Accounts Payable, and Inventory from Katcon will be excluded.

**1.2 Other Interpretive Provisions.** The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole (including any Schedules hereto) and not to any particular provision of this Agreement, and all Article, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation." The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to "dollars" or "\$" are deemed references to the lawful money of the United States of America, and all references to "euros" or "€" are deemed references to the lawful money of the European Economic and Monetary Union. References to undertakings by the "Buyer(s)" or the "Seller(s)" are understood to be undertakings by Delphi and Buyer Parent to cause the relevant Buyer to perform, and the relevant Seller to perform, as the case may be; provided, however, that for Katcon and SDECSC undertakings by the "Seller(s)" are understood to be undertakings by Delphi to use best efforts to cause Katcon or SDECSC, respectively, to perform.

## **2. PURCHASE AND SALE:**

### **2.1 Transfers by Sellers and their Affiliates:**

**2.1.1 Purchase and Sale of the Sale Securities.** With respect to Delphi South Africa and Katcon, upon the terms and subject to the conditions set forth in this Agreement as modified or supplemented by any applicable Transfer Agreement, on the Closing Date, the Sellers will sell, transfer, assign, convey and deliver to the Buyers the Sale Securities; and the Buyers will purchase, accept and acquire such Sale Securities, in each case as set forth in Schedule 1.

**2.1.2 Purchase and Sale of the Acquired Assets.** Upon the terms and subject to the conditions set forth in this Agreement as modified or supplemented by any applicable Transfer Agreement, on the Closing Date the Asset Sellers will sell, transfer, assign,

convey and deliver to the Buyers, and the Buyers will purchase, accept and acquire from the Asset Sellers, free and clear of all Encumbrances except Permitted Encumbrances, all of the assets and properties described below (collectively, the "Acquired Assets"), subject in each case to Section 2.1.3. Except for the Acquired Assets, the Asset Sellers will retain all other assets, properties, rights and interests owned, used or held by the Asset Sellers. The Acquired Assets consist of all of Asset Sellers' right, title and interest in and to the assets exclusively used or held for use in the Business (other than the Excluded Assets), including:

A. Administrative Assets.

B. Personal Property, the machinery and equipment portion of which is set forth on Schedule 2.1.2.B;

C. Permits.

D. Inventory.

E. Contracts.

F. Real Property set forth on Schedule 2.1.2.F.

G. Acquired Intellectual Property and Technical Documentation (provided that, with respect to the Technical Centers, the Acquired Assets will consist only of the assets specifically set forth in Schedule 2.1.2.G), including all rights to receive royalties and fees from parties under licenses and technical assistance agreements for the Acquired Intellectual Property.

H. Accounts Receivable.

I. Notwithstanding Section 2.1.3.N of this Agreement, individual IT hardware leases primarily relating to the Business, including the leases for the hardware identified on Schedule 2.1.2.G as Acquired Assets, are Contracts included in the Acquired Assets in accordance with the terms of this Agreement (the "**Hardware Contracts**"), although the master or regional lease agreements relating to such hardware are Excluded Assets. Sellers shall be responsible for the transfer of such Hardware Contracts to Buyers.

**2.1.3 Excluded Assets.** Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreements, the following properties and assets will not be included in the Acquired Assets (the "**Excluded Assets**"):

A. **Third Party Assets.** Any machinery, equipment, tools, Inventory, tooling, dies, molds, patterns, jigs, gauges, production fixtures, special material handling equipment, customer dunnage and containers owned by an OEM or any other third party, including third party bailed assets, provided, however, that any Contracts or other rights the Sellers have pertaining to such bailed assets will be transferred as part of the Acquired Assets.

B. **Shared Assets.**

C. **Excluded Intellectual Property.** All Intellectual Property not

exclusively used, exclusively arising from, or exclusively relating to the Business as currently conducted, including Corporate Trademark Rights (collectively, "**Excluded Intellectual Property**") (subject to the limited rights granted to the Buyers pursuant to Sections 6.10 and 6.11).

**D. Insurance.** Insurance coverage and insurance policies relating to the operations of the Business, including any and all claims and rights thereunder and the proceeds thereof and all prepaid insurance premiums.

**E. Records.** Any books, records and other materials that any Seller is required by Law to retain, all Tax Returns of any Seller for time periods prior to Closing, and related work papers, and all "Delphi" marked sales and promotional materials and brochures.

**F. Claims.** All rights, claims, defenses, causes of action or claims of any kind relating to either Excluded Assets or Retained Liabilities or any business of the Sellers other than the Business as well as all rights and causes of action against third parties arising out of events occurring before or in connection with the Closing to the extent such rights and causes of action relate to the ownership of the Acquired Assets or the operation of the Business prior to or arising out of Closing, but excluding any of the foregoing which are related to any Assumed Liabilities.

**G. Tax Refunds; Duties.** All tax refunds, credits, prepayments or deferrals and any duty, VAT, or other similar refunds or rights to such refunds relating to any customs transactions occurring prior to the Closing.

**H. Bankruptcy Rights.** All of the rights and claims of the Filing Affiliates available to Filing Affiliates under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing.

**I. Personnel Records.** All work histories, personnel and medical records of employees of any Seller who worked at any time for any reason at the Business for whom a record exists at the Business at the time of Closing; provided, however, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws, the appropriate Buyer(s) will be provided the originals of all personnel and medical records of all Global Sale Employees after posted written notice or other appropriate notice to such Global Sale Employees if legally required or if Sellers so elects. All such personnel and medical records of Global Sale Employees are books and records governed by Section 6.9 of this Agreement. Upon written request of Sellers (or an Affiliate of Sellers), Buyer will promptly return or cause to be returned any and all of these records to Sellers (or an Affiliate of Sellers as directed) at which time Sellers, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws, will provide the appropriate Buyer(s) with copies of the personnel and medical records of such employees. If an employee objects to provision of personnel or medical records to any Buyer, the records will not be provided, except to the extent Sellers determine that provision of the records to such Buyer

over the objections by the employee is permitted by the applicable local law without adverse consequences to Sellers or to any Affiliate of Sellers.

**J. Privileged Information and Materials.** Information and materials protected by the attorney-client privilege (or its equivalent in jurisdictions outside the United States), or that, in the case of environmental-related documents, Sellers consider to be proprietary information.

**K. Technical Centers.** All real property (including any improvements located thereon) and Personal Property located at the Technical Centers, other than those assets which are specifically set forth on Schedule 2.1.2.G.

**L. Certain Real Property.** Real property not set forth on Schedule 2.1.2.F.

**M. Common Delphi Services.** Common Delphi services and agreements, including legal, human resources, purchasing, customs, insurance, assets management, finance, tax, and information technology and support.

**N. Inventory and Other Assets.** (i) All Inventory, products, rights, properties, assets and businesses of the Business which will have been transferred or disposed of by Sellers prior to Closing in the Ordinary Course of Business; (ii) any document, information, Permit, Contract, Intellectual Property or other asset the transfer of which is prohibited by any Law; (iii) equipment, Excluded Software and other assets listed on Schedule 2.1.3.N; and (iv) Global Sale Employee vehicles of any engineering pool.

**O. Permits.** Any and all permits, licenses and utilities and other Contracts currently used which are non-transferable, or that are shared with other businesses within the legal entity that currently operates the local portion of the Business.

**P. SDECSC Excluded Net Assets.** Accounts Payable and Accounts Receivable of SDECSC that cannot be included in Acquired Assets per local Law and Tax regulations, along with associated Accounts Receivable and Accounts Payable between SDECSC and other Sellers.

**Q. KDAC Excluded Assets.** Any and all assets, properties, rights and interests of, in or to KDAC, whether or not relating to the Business.

**2.1.4 Post-Closing Asset Deliveries.** Should Sellers, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of Sellers or any of its Affiliates, Sellers will or will cause such Affiliates to promptly deliver them to Buyers at no cost to Buyers. Should Sellers or Buyers, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Excluded Assets were delivered to Buyers, Buyers will promptly return them to Sellers at no cost to Sellers.

**2.2 Assumption of Liabilities.** The Buyers will assume, and will thereafter pay, perform and discharge as and when due, and will be liable with respect to only the following Liabilities of the Asset Sellers, exclusively arising out of the Business on an arm's length basis

and any Liabilities otherwise assumed by Buyers pursuant to the terms of this Agreement, a Transfer Agreement, any other Ancillary Agreement, or by operation of Law in the course of acquiring the Business (collectively, the "**Assumed Liabilities**"):

**2.2.1** All Liabilities of the Asset Sellers arising on or after Closing under any Contracts, licenses, Permits, leases and other agreements included in the Acquired Assets and assigned or otherwise transferred to Buyers or any relevant Buyer Affiliate pursuant to the terms of this Agreement or the Transfer Agreements and other obligations relating to any Buyer's ownership or use of the Acquired Assets;

**2.2.2** All Liabilities relating to the Acquired Assets arising on or after the Closing Date, including Claims and other obligations relating to any Buyer's ownership or use of the Acquired Assets;

**2.2.3** Obligations to pay for assets, goods or services relating to the Business which are ordered in the Ordinary Course of Business by any Asset Seller on or prior to the Closing that are received by the relevant Buyer, Delphi South Africa or Katcon after Closing;

**2.2.4** All Product Warranty Claims and Liabilities in the nature of product liability, including any Liability for Claims made for injury to persons and/or property arising from, caused by or arising out of the design, manufacture or assembly of any Product manufactured, assembled or shipped on or after Closing (regardless of whether any such Products are designed before or after Closing), and any Liability arising from, caused by or arising out of any defective or insufficient warnings, labeling or instructions contained on or provided in connection with any such Products; provided, however, that after Closing the relevant Buyer will supply replacement parts to the relevant Seller on a Manufacturing Costs basis with respect to pre-closing Product Warranty Claims if and to the extent Buyer at such time has the capability to make such replacement parts without design, manufacturing or other changes not paid for by Seller. Until the earlier of Closing or when Delphi shall have determined pursuant to Section 10.9 that Buyer Parent has not submitted the highest or otherwise best Qualified Bid, Buyer shall have access to all Manufacturing Facilities and may have a representative of Buyer, at Buyer's expense, monitor the manufacturing process and quality control process regarding the manufacture of Products to be included in the Inventory.

**2.2.5** Any and all Environmental Claims, Losses or Liabilities relating to (i) the existence of or a Release of Hazardous Materials at, on, in, or under the Environment at any Real Property arising on or after Closing or (ii) compliance with or failure to comply with any Environmental Laws or any Environmental Permit related to the operation of the Business arising on or after Closing in respect of the Acquired Assets, whether in effect prior to or after the Closing Date;

**2.2.6** All obligations to fulfill orders relating to Products of the Business outstanding on the Closing Date;

**2.2.7** Any and all Tax Claims, to the extent that they arise out of or relate to the period after Closing;

**2.2.8** Liabilities with respect to Global Sale Employees except as otherwise set forth in Section 6.6;

**2.2.9** All Liabilities that any Buyer assumes or agrees to pay for or be responsible for pursuant to the terms of this Agreement or any Ancillary Agreement or as required by Law due to the transfer of the Business to the Buyers.

**2.2.10** Tax Liabilities related to the debonding or other change in customs status of the Acquired Assets resulting from the Buyer not establishing the required legal entities and obtaining the necessary authorizations from the relevant Governmental Authority to receive the Acquired Assets in their customs status.

**2.2.11** Accounts Payable.

**2.2.12** All Liabilities and obligations of Seller, arising on or after the Closing, with respect to any license rights granted to third parties under the Acquired Intellectual Property, including but not limited to license rights granted to Katcon and KDAC, and any Contracts granting such license rights that relate exclusively to the Acquired Intellectual Property shall be included among the Contracts acquired by Buyer pursuant to Section 2.1.2.E.

**2.3 Retained Liabilities.** Except as referred to in Section 2.2, Buyer will not assume or be deemed to have assumed, and will have no Liability with respect to, any Liabilities of any Asset Seller and such Asset Seller will continue to be responsible for such Liabilities (collectively, "**Retained Liabilities**") including the following:

**2.3.1** All Product Warranty Claims and Liabilities in the nature of product liability, including any Liability for Claims made for injury to persons and/or property, arising from, caused by or arising out of the manufacture or assembly of any Product manufactured or assembled before Closing, and any liability arising from, caused by or arising out of any defective or insufficient warnings, labeling or instructions contained on or provided in connection with any such Products;

**2.3.2** Any and all Environmental Claims, Environmental Contamination, Environmental Damages or Liabilities for which Asset Sellers have indemnification obligations to Buyers pursuant to Section 11.4 of this Agreement, including the liabilities referred to in Schedule 2.3.2.

**2.3.3** Liabilities in respect of employment performed prior to the Closing, except as provided in Section 6.6;

**2.3.4** Tax Liabilities for periods ending on or before the Closing Date;

**2.3.5** Subject to Section 2.2.3, any Liability of Asset Sellers arising prior to the Closing Date for administrative fees and expenses that are "allowed administrative expenses" under Section 503(b) of the Bankruptcy Code;

**2.3.6** Liabilities related to the Excluded Assets;

**2.3.7** Any Liability arising out of any Proceeding pending as of the Closing Date, relating to a Retained Liability; and

**2.3.8** Except as expressly provided in Section 2.2, any Liability of the Asset Sellers arising out of, relating to, or incurred in connection with the businesses retained by the Asset Sellers and which are not arising out of, relating to or incurred exclusively in connection with the Business.

**2.4 Deferred Items:**

**2.4.1 Non-Assignability.** To the extent that any Contract or Permit included in the Acquired Assets is not capable of being assigned (whether pursuant to Section 365 of the Bankruptcy Code or, if inapplicable, then pursuant to the terms of such Contract or other applicable law) to Buyer at the Closing without the Consent of the issuer thereof or the other party thereto or any third party (including a Governmental Authority), or if such assignment or attempted assignment would constitute a breach thereof, or a violation of any Law ("**Deferred Item(s)**"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such Consent is obtained.

**2.4.2 Efforts to Obtain Necessary Consents.** At the applicable Buyer's request, the applicable Seller will, at its expense, use commercially reasonable efforts, and the applicable Buyer will, at its expense, cooperate with Sellers, to obtain the necessary Consents and to resolve the impracticalities of assignment referred to in Section 2.4.1 before or after the Closing.

**2.4.3 If Consents Cannot be Obtained.** To the extent that the Consents referred to in Section 2.4.1 are not obtained by the applicable Seller, or until the impracticalities of assignment referred to therein are resolved, Sellers' sole responsibility with respect to such matters, notwithstanding Section 2.1.2, will be to use, during the twelve (12) month period commencing with the Closing, commercially reasonable efforts, at no cost to Sellers, to: (i) provide to Buyer the benefits of any Deferred Item; (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to Buyer, without incurring any financial obligation to Buyer; and (iii) enforce for the account of Buyer and at the cost of Buyer (including attorneys' fees) any rights of Sellers arising from any Deferred Item referred to in Section 2.4.1 against such issuer thereof or other party or parties thereto; provided, that Buyer shall not incur fees or expenses for services performed by Seller under this Section 2.4.3.

**2.4.4 Obligation of Buyer to Perform.** To the extent that any Buyer is provided the benefits pursuant to Section 2.4.3 of any Deferred Item, such Buyer will perform, on behalf of Sellers, for the benefit of the issuer thereof or the other party or parties thereto (including payment obligations) the obligations of Sellers thereunder or in connection therewith and if such Buyer fails to perform to the extent required herein, Sellers, without waiving any rights or remedies that they may have under this Agreement or applicable Laws, may suspend their performance under Section 2.4.3 in respect of the instrument which is the subject of such failure to perform unless and until such situation is remedied; or Sellers may perform at Buyer's sole cost and expense, in which case Buyer will reimburse Sellers' costs of such performance immediately upon receipt of an invoice therefor.

**2.4.5 Standard of Care.** Sellers will have no Liability to any Buyer arising

out of the provision of the benefits of the Deferred Items other than for gross negligence or willful misconduct and will have no Liability for actions taken in accordance with the request or direction of Buyer Parent or its Affiliates. Buyers will reimburse Sellers and will hold Sellers harmless from and against all Liabilities, incurred or asserted as a result of Sellers' post-Closing direct or indirect ownership, management or operation of the Deferred Items.

**3. PURCHASE PRICE; ADJUSTMENT; ALLOCATION:**

**3.1 Deposit Amount.** Buyer Parent has delivered to the Escrow Agent pursuant to the terms of the Deposit Escrow Agreement One Million Seven Hundred Thousand dollars (\$1,700,000) (ten (10%) percent of the Preliminary Purchase Price) in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing less any escrow fees, the "**Deposit Amount**"), to be held by the Escrow Agent in an interest bearing account reasonably acceptable to Buyer Parent to serve as an earnest money deposit under this Agreement, and to be released in accordance with the following procedures (which procedures will be set forth in the Deposit Escrow Agreement):

**3.1.1** Delphi and Buyer Parent will jointly instruct the Escrow Agent to deliver the Deposit Amount on the Closing Date, by wire transfer of immediately available funds, to an account designated by Delphi in the Deposit Escrow Agreement;

**3.1.2** Upon any breach by a Buyer of this Agreement or the Bidding Procedures, whether or not such breach results in termination of this Agreement, Delphi and Buyer Parent will jointly instruct the Escrow Agent to deliver the Deposit Amount, in accordance with the terms of the Deposit Escrow Agreement, by wire transfer of immediately available funds, to an account designated by Delphi in the Deposit Escrow Agreement, to be retained by Delphi; or

**3.1.3** Upon termination of this Agreement in accordance with the termination provisions set forth in Article 9 for any reason other than a Buyer breach, then, on: (i) the date which is sixty (60) days after such termination; or (ii) in the event that an Alternative Transaction is completed, the Return Date (which ever is earlier) Delphi and Buyer Parent will jointly instruct the Escrow Agent to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Buyer Parent in the Deposit Escrow Agreement, to be retained by Buyer Parent.

**3.2 Preliminary Purchase Price:**

**3.2.1** On the Closing Date and subject to the terms and conditions of this Agreement, the Preliminary Purchase Price shall be paid as follows:

**A.** Buyer Parent, on behalf of Buyers, will pay to Delphi or the Sellers designated by Delphi an amount equal to Seventeen Million dollars (\$17,000,000), less the Deposit Amount and less the SDECSC Closing Date Payment (the "**Closing Date Payment**") by wire transfer of immediately available funds, to one or more accounts designated by Delphi.

**B.** Buyer or Buyer Affiliate of the Acquired Assets of SDECSC

located in Shanghai, China shall pay directly to SDECSC an amount equal to Four Million Two Hundred Thousand dollars (\$4,200,000) reflecting the part of the Preliminary Purchase Price allocated to such Acquired Assets, by wire transfer of immediately available funds, to an account designated by SDECSC, in local currency of China, Renminbi, or US Dollars and in accordance with the foreign exchange control Law applicable to legal entities in WGQ Free Trade Zone and the China Sale Agreement entered into between such Buyer or Buyer Affiliate and SDECSC, substantially in the form set forth in Exhibit 8.2.2.C (the "**SDECSC Closing Date Payment**").

C. Subject to the terms and conditions of the Deposit Escrow Agreement, the Deposit Amount shall be released to Delphi or the Sellers designated by Delphi pursuant to Section 3.1.1.

**3.2.2** The Preliminary Purchase Price shall be subject only to an adjustment equal to the difference between the amount of the Benchmark Working Capital and the Final Statement of Working Capital pursuant to Section 3.4 (the "**Price Adjustment**").

**3.3 Preparation of Closing Working Capital Statement:**

**3.3.1** Within forty (40) days after the Closing Date, Delphi will prepare and deliver to Buyer Parent a Closing Working Capital Statement. The Closing Working Capital Statement shall be prepared in accordance with Schedule 3.3.1, applied on a basis consistent with the financial statements of the Sellers. In addition, the Closing Working Capital Statement will be based on a physical inventory of the Inventory of the Business, and utilizing a methodology, and accounting therefor, in accordance with GAAP, except for PGM components in SDECSC's Inventory which would be valued based on pass through cost to customers, within thirty (30) days before or after the Closing Date. Each Party's out-of-pocket costs associated with such physical inventory count will be borne separately by such Party. Buyers will, after Closing and pending agreement or final determination of the Closing Working Capital Statement, allow Delphi and its Affiliates and their accountants, agents and advisers such access to the Business, all relevant employees and all relevant records, information and other documentation (and will, upon request, provide copies thereof) as is reasonably necessary to enable Sellers to prepare the Closing Working Capital Statement and to settle the Final Closing Working Capital Statement, including access to and the services of key personnel.

**3.3.2** Buyer Parent will, within thirty (30) days after the delivery by Delphi of the Closing Working Capital Statement, complete its review of such statement. If Buyer Parent disagrees with the Closing Working Capital Statement, Buyer Parent will, on or before the last day of such thirty (30) day period, inform Delphi in writing (the "**Objection**") of disagreements which, on an item by item basis (individually) or in relation to a series of related items, in the aggregate exceed \$100,000 (collectively, "**Relevant Items**"). The Parties agree that the Objection will not include objections to the valuation process used to arrive at the Closing Working Capital Statement unless Buyer can demonstrate that the valuation process used was inconsistent with the methodology referenced in Section 3.3.1. Any Objection will specify in reasonable detail the nature of any disagreement so

asserted, and include all supporting schedules, analyses, working papers and other documentation. If: (i) no such Objection has been timely provided to Seller; or (ii) the sum of all Relevant Items fails to exceed \$100,000, then: (a) the Closing Working Capital Statement will be deemed to be the Final Working Capital Statement; and (b) Sellers' calculations will be final and binding on the Parties of all items therein.

**3.3.3** If Buyer Parent delivers an Objection set forth in Section 3.3.2, then Delphi will have thirty (30) days following the date it receives the Objection to review and respond to the Objection. If Delphi and Buyer Parent are unable to resolve all of their disagreements with respect to the determination of the foregoing items by the fifteenth (15th) day following Delphi's response thereto, after having used their good faith efforts to reach a resolution, they will refer their remaining differences to a mutually agreed accounting firm (the "**CPA Firm**"), who will, acting as experts in accounting and not as arbitrators, determine on a basis consistent with the requirements of Section 3.3, and only with respect to the specific Relevant Items remaining disputed, whether and to what extent, if any, the Closing Working Capital Statement requires adjustment. Delphi and Buyer Parent will request the CPA Firm to use its commercially reasonable efforts to render its determination within thirty (30) days. In resolving any disputed item, the CPA Firm: (i) will be bound by the principles set forth in this Section 3.3 and Schedule 3.3.1; (ii) will limit its review to matters specifically set forth in the Objection that remain disputed; and (iii) will not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The CPA Firm's determination will be conclusive and binding upon Delphi and Buyers. Delphi and Buyers will make reasonably available to the CPA Firm all relevant books and records, any work papers (including those of the Parties' respective accountants subject to any conditions such accountants may impose) and supporting documentation relating to the Closing Working Capital Statement, and all other items reasonably requested by the CPA Firm. The "**Final Statement of Working Capital**" shall be: (i) the Closing Working Capital Statement if the Parties so agree or if so determined in accordance with Section 3.3.2; or (ii) if an Objection is made under Section 3.3.2, the Closing Working Capital Statement, as adjusted pursuant to the agreement of the Parties, or as adjusted by the CPA Firm. The fees, costs and expenses of the CPA Firm under this Section 3.3.3: (i) will be borne by Buyer Parent in the proportion that the aggregate dollar amount of such disputed items so submitted that are unsuccessfully disputed by Buyer Parent (as finally determined by the CPA Firm) bears to the aggregate dollar amount of such items so submitted; and (ii) will be borne by Delphi in the proportion that the aggregate dollar amount of such disputed items so submitted that are successfully disputed by Buyers' Parent (as finally determined by the CPA Firm) bears to the aggregate dollar amount of such items so submitted. Whether any dispute is resolved by agreement among the Parties or by the CPA Firm, changes to the Closing Working Capital Statement may be made only for items as to which Buyer Parent has taken exception in the Objection. Except as set forth above, each Party will bear its own expenses incurred in this dispute resolution process, including fees of its accountants, attorneys and other agents.

**3.4 Purchase Price Adjustments:**

**3.4.1** If the Final Statement of Working Capital is less than the amount of the Benchmark Working Capital, Delphi will pay to Buyer Parent an amount equal to such deficiency. If the Final Statement of Working Capital is greater than the amount of the Benchmark Working Capital, Buyer Parent will pay to Delphi an amount equal to such excess. Such deficiency or excess payment will be paid in immediately available funds within three (3) Business Days after the ultimate determination of the Final Statement of Working Capital as provided in this Section 3.4.

**3.4.2** Notwithstanding the foregoing provisions of this Article 3, if any assets or businesses of Delphi South Africa or Katcon or any Acquired Assets are divested or sold in order to secure the Governmental Approvals contemplated by Section 6.12.1 (Competition Clearance) in one or more transactions that, had such transactions occurred prior to Closing, would have impacted the amount of the Benchmark Working Capital, then the amount of the Benchmark Working Capital shall be reduced to give effect to such divestiture or sale as if such divestiture or sale occurred prior to Closing and the Purchase Price shall be adjusted accordingly. In that event, all calculations pursuant to this Section 3.4 will be effected using such adjusted amount of the Benchmark Working Capital.

**3.4.3** Notwithstanding the foregoing provisions of this Article 3, any adjustment referred to in this Section 3.4 which is allocated to the Acquired Assets of SDECSC located in Shanghai, China shall be paid to, or refunded by, SDECSC directly according to Section 3.4.1. The China Sale Agreement shall reflect such adjustment of the SDECSC Closing Date Payment.

**3.4.4** The Preliminary Purchase Price plus or minus the Price Adjustment pursuant to Section 3.4 is referred to as the "**Purchase Price**."

**3.5 Allocation of Purchase Price:**

**3.5.1** The Parties agree to allocate the Purchase Price among the Business and the agreements provided herein for transfer of the Business to Buyers and their Affiliates, for all purposes (including financial, accounting and tax purposes) (the "**Allocation**") in a manner consistent with the Allocation Schedule attached as Schedule 3.5.1.

**3.5.2** Buyer Parent and Delphi will each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the IRC (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Delphi will provide Buyer Parent and Buyer Parent will provide Delphi with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

**4. REPRESENTATIONS AND WARRANTIES OF SELLERS:**

Each Seller represents and warrants, as of the date hereof, severally, to Buyers with respect to the Acquired Assets being sold by such Seller, Delphi South Africa or Katcon, as the case may be (except that the Filing Affiliates represent and warrant, jointly and severally, with respect to the Acquired Assets of the Filing Affiliates), as follows:

**4.1 Organization.** Each Asset Seller, Delphi South Africa and Katcon is a legal entity duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each Seller, Delphi South Africa and Katcon has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted, and is duly qualified or licensed to do business and in good standing in the jurisdictions in which the ownership of its property or the conduct of its business requires such qualification or license, except where the failure to be so qualified or licensed: (i) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the ability of Sellers to consummate the transactions contemplated by this Agreement; or (ii) with respect to Delphi South Africa or Katcon, would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

**4.2 Authorization; Enforceability.** Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, as applicable, each Seller has the requisite corporate or other organizational power and authority to: (i) execute and deliver this Agreement and the Ancillary Agreements to which such Seller is a party; (ii) perform its obligations hereunder and thereunder; and (iii) consummate the transactions contemplated by this Agreement and the applicable Ancillary Agreements. Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, if applicable, the execution and delivery of this Agreement and the Ancillary Agreements by each Seller that is a party to any of such agreements, and the performance by each of them of their respective obligations under any of such agreements, in the case of Delphi have been, and in the case of the other Sellers, prior to the Closing Date will be, duly authorized by all necessary corporate action on the part of such Seller. This Agreement has been duly executed and delivered by Delphi, and the Ancillary Agreements will be duly executed and delivered by Delphi and each Seller, as applicable, and, assuming due authorization, execution and delivery by Buyer Parent and Buyers, constitutes, or will constitute, a valid and binding agreement of Delphi and each Seller, as applicable, enforceable against each of them in accordance with their respective terms, except: (a) as enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting the enforcement of creditors' rights generally from time to time in effect and by general equitable principles relating to enforceability; (b) that enforceability of the provisions of this Agreement requiring consummation of the Sale is subject to entry and effectiveness of the Sale Approval Order; and (c) that enforceability of all other provisions of this Agreement is subject to entry and approval of the Bidding Procedures Order.

**4.3 Capital Stock of Delphi South Africa and Katcon.**

**4.3.1** Except as set forth on Schedule 4.3: (i) Sellers' one hundred percent (100%) equity stake in Delphi South Africa is owned, directly or indirectly, by the relevant Seller as set forth on Schedule 1 to the Agreement; (ii) the Sale Securities of Delphi South Africa are duly authorized, validly issued, fully paid up and non-assessable and are not subject to any preemptive rights; and (iii) there are no voting trust agreements or other contracts, agreements or arrangements, to

which any Seller is a party, restricting voting or dividend rights or transferability with respect to the Sale Securities of Delphi South Africa.

**4.3.2** Except as set forth on Schedule 4.3: (i) Sellers' forty percent (40%) equity stake in Katcon is owned, directly or indirectly, by the relevant Seller as set forth on Schedule 1 to the Agreement; (ii) the Sale Securities of Katcon held by the relevant Seller are duly authorized, validly issued, fully paid up and non-assessable and are only subject to the preemptive right of the joint venture partner in Katcon as set forth in Schedule 4.3; and (iii) there are no voting trust agreements or other contracts, agreements or arrangements, to which any Seller is a party, restricting voting or dividend rights or transferability with respect to the Sale Securities of Katcon.

**4.3.3** Except as set forth on Schedule 4.3, there is no outstanding security, right, subscription, warrant, option, privilege or other agreement, commitment or contract, preemptive, contractual or otherwise that gives the right to: (i) purchase or otherwise receive or be issued any share capital of Delphi South Africa and Katcon or any security of any kind convertible into or exchangeable or exercisable for any share capital of Delphi South Africa or Katcon; or (ii) receive or exercise any benefits or rights similar to any rights enjoyed by or accruing to a holder of share capital of Delphi South Africa or Katcon, including any rights to participate in the equity or income of Delphi South Africa or Katcon, or to participate in or direct the election of any directors of Delphi South Africa or Katcon or the manner in which any share capital of Delphi South Africa or Katcon are voted.

**4.4 No Conflicts or Approvals.** Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, except as set forth on Schedule 4.4, the execution, delivery and performance of this Agreement and the Ancillary Agreements by Delphi and each Seller that is a party thereto do not: (i) violate the Organizational Documents of any of the Sellers; (ii) violate any Governmental Order or Law applicable to any of the Sellers or Delphi South Africa, or any of their respective properties or assets; or (iii) require any Governmental Approval, except as set forth in this Agreement and in each case for consents, approvals, authorizations of, declarations or filings with the Bankruptcy Court, except: (x) as would not, individually or in the aggregate, have a Material Adverse Effect or a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement; or (y) are excused by or unenforceable as a result of the filing of the Bankruptcy Cases or the applicability of any provision of or any applicable law of the Bankruptcy Code.

**4.5 Sufficiency of Acquired Assets.** The Acquired Assets, the assets of Delphi South Africa and Katcon and the Intellectual Property rights to be licensed from Sellers to Buyers pursuant to Section 6.11.1, together with the Excluded Assets set forth on Schedule 4.5, which Sellers will provide within 10 days from signing this Agreement, comprise all of the assets reasonably necessary to carry on the Business in all material respects as it is now being conducted. Buyer acknowledges and agrees that the Sellers have prepared Schedule 4.5 to the best of Sellers' Knowledge and Sellers have included all Excluded Assets they deem material.

**4.6 Compliance with Law; Permits.** Except as set forth on Schedule 4.6 to the Knowledge of Sellers, the Business is currently in material compliance with all Laws, except where noncompliance would not reasonably be expected to have a Material Adverse Effect. To the Knowledge of Sellers, the Sellers possess all material licenses, consents, approvals,

permits and other Governmental Approvals ("Permits") necessary to own, lease and operate the Acquired Assets and Delphi South Africa, except where the failure to have such Permits would not have a Material Adverse Effect.

**4.7 Proceedings.** Except for claims raised in connection with the pendency of the Bankruptcy Cases, and for the Claims and other items set forth in Schedule 4.7 (and except with respect to compliance with Environmental Laws, which is covered by Section 4.13), there are no material Proceedings pending or, to the Knowledge of Sellers, threatened in writing against any of the Acquired Assets or Delphi South Africa.

**4.8 Absence of Certain Changes.** Except as set forth in Schedule 4.8 or as otherwise contemplated or expressly permitted by this Agreement, since September 10, 2008: (i) the Business has been conducted only in the Ordinary Course of Business; and (ii) there has not been any change or development in or affecting the Business that has had, or would reasonably be expected to have, a Material Adverse Effect.

**4.9 Tax Matters:**

**4.9.1** Delphi South Africa has duly and timely filed with the appropriate federal, state, local and foreign authorities or governmental agencies, all material Tax Returns required to be filed with respect to Delphi South Africa and, when filed, to Seller's Knowledge were true, correct and complete.

**4.9.2** Delphi South Africa is not a party to any tax allocation, tax sharing agreement or tax indemnity arrangement, except as provided in this Agreement, under which Buyer Parent could be subject to tax or other Liability after the Closing.

**4.9.3** Except as disclosed in Schedule 4.9, or as reflected in the financial statements of Delphi South Africa, Delphi South Africa has not received any: (i) notice of underpayment of Taxes or other deficiency that has not been paid with respect to, in connection with, associated with or related to, Delphi South Africa; or (ii) any objection to any Tax Return, with respect to, in connection with, associated with or related to, Delphi South Africa. Except as disclosed in Schedule 4.9, all deficiencies asserted or assessments made as a result of any examinations with respect to, in connection with, associated with or related to, Delphi South Africa have been fully paid or are fully reflected as a liability in the financial statements of Delphi South Africa.

**4.9.4** The Sellers have withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any Global Sale Employee.

**4.10 Employment; Employee Benefits.** Regarding the Global Sale Employees:-

**4.10.1** Schedule 4.10.1 contains a true and complete list of all Global Sale Employees, including: (i) each such person's title or job/position/job code; (ii) each such person's job designation (i.e., salaried or hourly); (iii) each such person's location of employment; (iv) each such person's employment status (i.e., actively employed or not actively at work (due to, e.g., illness, short-term disability, sick leave, authorized leave or absence, etc.)); (v) each such person's current annual

base rate of compensation; (vi) each person's date of hire; (vii) employee number/identifier; (viii) name of employer/division; (ix) date of birth; (x) gender; (xi) variable pay; (xii) hours of work and (xiii) any material, individual specific provisions relating to such person's employment (e.g., non-compete agreement, separation pay agreement, etc.) to the extent permitted to be disclosed under applicable Law (including local privacy laws).

**4.10.2** Schedule 4.10.2 sets forth a list of each Seller Employee Benefit Plan.

**4.10.3** Copies of the following materials have been delivered or made available to Buyer Parent with respect to each Seller Employee Benefit Plan to the extent applicable: (i) current plan documents; (ii) the most recent determination letter from the Internal Revenue Service; (iii) the most recent summary plan description and summary of material modifications to the extent not included in the summary plan description in each case distributed to employees; (iv) current agreements and other documents relating to the funding or payment of benefits; and (v) the most recent actuarial valuation report, if applicable.

**4.10.4** Except as set forth in Schedule 4.10.4, or where the failure to comply would not reasonably be expected to have a Material Adverse Effect, the Seller Employee Benefit Plans are in substantial compliance with their terms and applicable requirements of ERISA, the IRC and other Laws (if applicable). Each Seller Employee Benefit Plan and related trust which is intended to be qualified within the meaning of Section 401 or 501, as applicable, of the IRC has received a favorable determination letter as to its qualification and, to the Knowledge of Sellers, nothing has occurred that could reasonably be expected to adversely affect such determination.

**4.10.5** Except: (i) as set forth in Schedule 4.10.5 and (ii) routine claims for benefits by participants and beneficiaries, there are no pending or, to the Knowledge of Sellers, threatened Proceedings with respect to any Seller Employee Benefit Plans that would result in a Liability that would have a Material Adverse Effect.

**4.10.6** Except as set forth in Schedule 4.10.6, no event or condition has occurred in connection with which any of the Sellers could be subject to any Liability or Encumbrance under Title IV of ERISA that would have a Material Adverse Effect.

**4.10.7** None of the Filing Affiliates currently have or for the past five (5) years have had an obligation to contribute to a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the IRC.

**4.10.8** With respect to each group health plan that is subject to Section 4980B of the IRC maintained by any entity described in this Section 4.10.8, each member of the Controlled Group (as defined below) have complied with the continuation coverage requirements of Section 4980B of the IRC and Part 6 of Subtitle B of Title I of ERISA, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect. For purposes of this Agreement, "**Controlled Group**" means any trade or business (whether or not

incorporated): (i) under common control within the meaning of Section 4001(b)(1) of ERISA with any of the Sellers; or (ii) which together with any of the Sellers is treated as a single employer under Section 414(t) of the IRC.

**4.10.9** Schedule 4.10.9 lists all or substantially all Collective Bargaining Agreements. Seller has given access or delivered to Buyer true, correct and complete copies of each of the Collective Bargaining Agreements. Except as disclosed on Schedule 4.10.9, Seller is in material compliance with each Collective Bargaining Agreement.

**4.10.10** Except as disclosed on Schedule 4.10.10, or as reflected in the Collective Bargaining Agreements, with respect to the Business: (i) there is no labor strike, dispute, slowdown or stoppage actually pending or, to Sellers' Knowledge, threatened against or involving any Asset Seller or Delphi South Africa; (ii) no Asset Seller nor Delphi South Africa has in the past three (3) years experienced any work stoppage or other labor difficulty or organizational activity; (iii) no labor grievance is pending as of the date of Schedule 4.10.10; and (iv) no Asset Seller nor Delphi South Africa has any labor negotiations in process with any labor union or other labor organization, in each case relating to the Global Sale Employees. Except as set forth on Schedule 4.10.10, or as would not have a Material Adverse Effect, there are no pending claims with respect to the Business against any Asset Seller or Delphi South Africa whether under applicable Laws, employment agreements or otherwise asserted by any Global Sale Employee, including claims on account of or for: (a) overtime pay, other than overtime pay for work done during the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any amount of vacation pay or pay in lieu of vacation or time off; or (d) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours at work, and, to Sellers' Knowledge, there are no such claims which have yet to be asserted.

**4.11 Intellectual Property:**

**4.11.1** Schedule 4.11.1 lists all patents and patent applications and all trademark registrations and applications therefor included in the Acquired Intellectual Property. Except: (i) as set forth in Schedule 4.11.1; (ii) instances in which such patents or patent applications are jointly owned with a third party; or (iii) rights retained by employee-inventors pursuant to Law, and subject to Permitted Encumbrances and the rights and limitations established by the Material Contracts, Sellers own the entire right, title and interest in such patents, trademark registrations and applications, and have the right to transfer Sellers' right, title and interest in them as set forth in this Agreement.

**4.11.2** Schedule 4.11.2 lists all internet domain names, registrations, mask work registrations, copyright registrations and all software development agreements and technology development agreements exclusively used in the Business.

**4.11.3** Subject to Permitted Encumbrances and the rights and limitations established by the Material Contracts, Sellers own or otherwise have the right to transfer all other Acquired Intellectual Property and license the Shared Intellectual Property as set forth in this Agreement.

**4.11.4** Except as set forth in Schedule 4.11.4, Sellers have no Knowledge of any written claim or notice of or by any third party of infringement or misappropriation arising out of Seller's use of the Acquired Intellectual Property, resulting from the operation of the Business during the last three (3) years, that would have a Material Adverse Effect.

**4.11.5** Except as set forth in Schedule 4.11.5, there is no third-party software utilized by the Business.

**4.12 Contracts:**

**4.12.1** Schedule 4.12.1 sets forth a list as of the dates set forth therein of each of the following Contracts, which are included in the Acquired Assets or to which Delphi South Africa is party and bound as of the date of this Agreement, other than Seller Employee Benefit Plans (collectively, the "**Material Contracts**"):

**A.** Partnership, joint venture agreements or other agreements involving a sharing of profits or expenses by Delphi South Africa or the relevant Seller party thereto with respect to the Business;

**B.** Indentures, mortgages, loan agreements, capital leases, security agreements or other agreements for the incurrence of Debt Obligations, other than letters of credit, overdrafts and other current-account credit facilities entered into in the Ordinary Course of Business, in each case exceeding \$250,000;

**C.** Guarantees of the obligations of other Persons involving the potential expenditure by the Sellers in respect of the Business after the date of this Agreement of more than \$250,000 in any instance;

**D.** Contracts under which any Seller has licensed material Acquired Intellectual Property to, or material Licensed Intellectual Property from, any other Person;

**E.** Contracts involving the expenditure by the Sellers or Delphi South Africa in respect of the Business of more than \$250,000 in any instance for the purchase of materials, supplies, equipment or services, excluding any such Contracts that are terminable by the Sellers without penalty on not more than one hundred eighty (180) days notice; and

**F.** Contracts providing that Delphi South Africa or any Seller in respect of the Business will receive future payments aggregating more than \$250,000 per annum or \$1,000,000 in the aggregate prior to the expiration of such Contract.

**4.12.2** Except as set forth in Schedule 4.12.2, and other than with respect to monetary defaults by Sellers under Material Contracts that are curable by payment of all Cure Amounts, if applicable, to the Knowledge of Sellers: (i) no event has occurred that constitutes (or with notice or lapse of time would constitute) a default (except with respect to defaults that need to be cured under Section 365 of the Bankruptcy Code for Sellers to assume and assign such

Material Contracts to Buyer, if applicable) that would reasonably be expected to have a Material Adverse Effect on: (a) Delphi South Africa or any Seller under any Material Contract; or (b) to the Knowledge of Sellers, any other party to any Material Contract; (ii) there are no material unresolved disputes under any of the Material Contracts; and (iii) the assignment of any Material Contract pursuant to this Agreement will not result in termination of, or result in a right of termination under, any such Material Contract, except where such termination of, or right of termination thereunder, would not have a Material Adverse Effect.

**4.12.3** Except as set forth on Schedule 4.12.3, Sellers have no contracts with any United States Governmental Authority or to Seller's Knowledge, any government contractor, with regard to any Products sold by the Business.

**4.12.4** No Material Contract was entered into on other than an arm's length basis. Except as set forth on Schedule 4.12.4, Sellers have not assigned any of their rights under any of the Material Contracts to any person or entity.

**4.13 Personal Property.**

**4.13.1** Except as set forth on Schedule 4.13.1, the Asset Sellers and Delphi South Africa have good title to, or hold by valid and existing lease or license, all Personal Property reflected in the Businesses' books of account, except with respect to assets disposed of in the Ordinary Course of Business.

**4.13.2** Delphi South Africa and the Asset Sellers, with respect to the Acquired Assets, will own, or have valid leasehold interests in, all Personal Property and Inventory being transferred to Buyers under this Agreement, and to Sellers' Knowledge, all transferred Personal Property used by the Business are in such condition (considering age and purpose for which they are used) as to enable the Business to be conducted as currently conducted without material disruption.

**4.13.3** Schedule 4.13.3 sets forth a list of substantially all machinery, equipment and capitalized tools with a book value greater than \$100,000 included in the Acquired Assets or owned by Delphi South Africa.

**4.14 Real Property:**

**4.14.1 Leased Properties.** Schedule 4.14.1 lists all real property leased or subleased by Delphi South Africa or any Asset Seller constituting Acquired Assets (the "**Leased Real Property**"). Delphi has made available to Buyer Parent true and complete copies of the leases and subleases covering the Leased Real Property (as amended to the date of this Agreement). With respect to each lease and sublease and except as otherwise specified on Schedule 4.14.1 or where the failure of any of the following to be true and correct would not reasonably be expected to have a Material Adverse Effect:

**A.** Such lease or sublease is, to the Knowledge of Sellers, in all material respects, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether

considered in a Proceeding in equity or at law);

**B.** (i) None of Delphi South Africa or the Asset Sellers is in material breach under any such lease or sublease and, to the Knowledge of Sellers, no event has occurred which, with the passage of time or expiration of any grace period would constitute a material breach of Delphi South Africa's or any Asset Seller's obligations under such lease or sublease (except with respect to breaches that need not be cured under Section 365 of the Bankruptcy Code for the Filing Affiliates to assume and assign such leases or subleases to Buyer, if applicable); and (ii) none of Delphi South Africa or the Asset Sellers has received a notice of material breach with respect to such lease or sublease; and

**4.14.2 Owned Properties.** Schedule 4.14.2 lists all real property owned by an Asset Seller, which constitutes Acquired Assets, or of Delphi South Africa (the "Owned Real Property").

**4.15 No Brokers' Fees.** Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Buyers would be liable.

**4.16 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 4, neither Delphi nor any other Person makes any other express or implied representation or warranty to Buyers, and in particular (but without limitation) no Seller is making any representations with respect to any plan(s) of Buyers for the future conduct of the Business, or any implied warranties of merchantability or fitness for a particular purpose. For the avoidance of doubt, no warranty or representation is given on the contents of the documents provided in due diligence or with respect to the information contained in the Confidential Information Memorandum, Data Room, Management Presentations, reports or any financial forecasts or projections or other information furnished by Delphi or any Seller or their officers, directors, employees, agents or representatives or in any other documents or other information not contained in this Agreement or the Ancillary Agreements.

**4.17 Fair Disclosure.** Any matter disclosed in any Schedule to this Agreement will be deemed an exception for all other representations and warranties contained in this Agreement whether or not such other representations, warranties or Schedules contain a reference to such Schedule. Any information obtained by any Buyer or any of its advisers during the course of any investigation by or on behalf of Buyer into the affairs of the Business, the Acquired Assets or Delphi South Africa or Katcon shall be deemed to have been disclosed to Buyer Parent as if set forth in the relevant Schedule(s) to this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES OF BUYERS:**

Each Buyer hereby represents and warrants, severally, to each of the Sellers, as of the date hereof and of the Closing Date, as follows:

**5.1 Organization.** Each Buyer is a legal entity duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each Buyer has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted and is duly qualified or licensed to do business and is in good standing in the jurisdictions in which the ownership of its property or the conduct of its business requires such

qualification or license, except where the failure to be so qualified or licensed would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Buyers to consummate the transactions contemplated by this Agreement.

**5.2 Authorization; Enforceability.** Each Buyer has the requisite corporate or other organizational power and authority to: (i) execute and deliver this Agreement and each Ancillary Agreement to which such Buyer is a party; (ii) perform its obligations hereunder and thereunder; and (iii) consummate the transactions contemplated by this Agreement and the applicable Ancillary Agreements. The execution and delivery of this Agreement and the Ancillary Agreements by each Buyer that is a party to any of such agreements, and the performance by each of them of their respective obligations under any such agreements, in the case of Buyer Parent have been, and in the case of the other Buyers prior to the Closing Date will be, duly authorized by all necessary corporate action on the part of such Buyer. This Agreement has been duly executed and delivered by Buyer Parent, and the Ancillary Agreements will be duly executed and delivered by the applicable Buyers and, assuming due authorization, execution and delivery by Sellers, constitutes, or will constitute, a valid and binding agreement of the applicable Buyers, enforceable against each of them in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

**5.3 No Conflicts or Approvals.** The execution, delivery and performance by Buyers of this Agreement and each Ancillary Agreement to which such Buyer is a party and the consummation by Buyers of the transactions contemplated hereby and thereby do not and will not: (i) violate, conflict with or result in a breach by any Buyer of the Organizational Documents of any Buyer; (ii) violate, conflict with or result in a breach of, or constitute a default by any Buyer (or create an event which, with notice or lapse of time or both, would constitute a default) or give rise to any right of termination, cancellation or acceleration under, any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument exclusively related to the Business to which any Buyer or any of their properties or assets may be bound; (iii) violate or result in a breach of any Governmental Order or Law applicable to any Buyer or any of their respective properties or assets; or (iv) except for applicable requirements of the HSR Act, the EC Merger Regulation and other applicable Competition/Investment Law, require any Governmental Approval, except, with respect to the foregoing clauses (ii), (iii) and (iv) above, as would not, individually or in the aggregate, have a Material Adverse Effect on the ability of Buyers to consummate the transactions contemplated by this Agreement.

**5.4 Proceedings.** There are no Proceedings pending or, to the Knowledge of Buyers, threatened against any of the Buyers that could reasonably be expected to restrain, delay or inhibit the ability of Buyers to consummate the transactions contemplated by this Agreement. None of the Buyers is subject to any Governmental Order that could reasonably be expected to restrain, delay or otherwise inhibit the ability of Buyers to consummate the transactions contemplated by this Agreement.

**5.5 Solvency.** Upon the consummation of the transactions contemplated by this Agreement: (i) none of the Buyers will be insolvent; (ii) none of the Buyers or the other legal entities constituting the Business will be left with unreasonably small capital; (iii) none of the Buyers or the Business will have incurred debts beyond its ability to pay such debts as they mature; (iv) the capital of Buyers and the other legal entities constituting the Business will not be

impaired; and (v) immediately following Closing, Buyers individually and in the aggregate will have sufficient capital to continue the Business as a going concern.

**5.6 Anti-Money Laundering.** Buyers are in compliance with: (i) all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("**USA PATRIOT Act**") as amended and all regulations issued pursuant to it; (ii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (iii) the International Emergency Economic Power Act (50 U.S.C. 1701 et seq.), and any applicable implementing regulations; (iv) the Trading with the Enemies Act (50 U.S.C. 50 et seq.), and any applicable implementing regulations; and (v) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in which any Buyer operates or does business. Neither any Buyer nor any of its directors, officers or affiliates is identified on the United States Treasury Department Office of Foreign Asset Control's ("**OFAC**") list of "Specially Designated Nationals and Blocked Persons" (the "**SDN List**") or otherwise the target of an economic sanctions program administered by OFAC, and no Buyer is affiliated in any way with, or providing financial or material support to, any such persons or entities. Buyer Parent agrees that should it or any other Buyer, or any of their directors, officers or affiliates be named at any time in the future on the SDN List, or any other similar list maintained by the U.S. Government, Buyer Parent will inform Delphi in writing immediately.

**5.7 Investment Representations.**

**5.7.1** Each Buyer who is acquiring Sale Securities is acquiring such Sale Securities for such Buyer's own account solely for investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act or the applicable securities Laws of any other jurisdiction. Each Buyer agrees that it will not transfer any of the Sale Securities, except in compliance with the Securities Act and with the applicable securities Laws of any other jurisdiction.

**5.7.2** Each Buyer who is acquiring Sale Securities is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act.

**5.7.3** Each Buyer who is acquiring Sale Securities understands that the acquisition of the Sale Securities to be acquired by it pursuant to the terms of this Agreement involves substantial risk. Each such Buyer and its officers have experience as an investor in securities and equity interests of companies such as the ones being transferred pursuant to this Agreement and acknowledges that it can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that such Buyer is capable of evaluating the merits and risks of its investment in the Sale Securities to be acquired by it pursuant to the transactions contemplated hereby.

**5.7.4** Each Buyer further understands and acknowledges that the Sale Securities have not been registered under the Securities Act or under the applicable securities Laws of any other jurisdiction and agrees that the Sale Securities may not be transferred unless such transfer is pursuant to an effective registration statement under the Securities Act or under the applicable securities Laws of any other jurisdiction, or, in each case, an applicable exemption therefrom.

**5.7.5** Each Buyer who is acquiring Sale Securities acknowledges that the offer and sale of the Sale Securities has not been accomplished by the publication of any advertisement. Neither Buyer Parent nor any other Buyer has any plan or intent to sell any of the Acquired Assets or the assets of Delphi South Africa or Katcon outside the Ordinary Course of Business.

**5.8 No Inducement or Reliance; Independent Assessment:**

**5.8.1** With respect to the Sale Securities, the Acquired Assets, the Business or any other rights or obligations to be transferred hereunder or under the Transfer Agreements or pursuant hereto or thereto, Buyers have not been induced by and have not relied upon any representations, warranties or statements, whether express or implied, made by Delphi, any of its Affiliates, or any agent, employee, attorney or other representative of Delphi representing or purporting to represent Delphi or any Seller that are not expressly set forth herein or in the Transfer Agreements (including the Schedules and Exhibits hereto and thereto), whether or not any such representations, warranties or statements were made in writing or orally, and none of Delphi, any Affiliate of Delphi, or any agent, employee, attorney, other representative of Delphi or other Person will have or be subject to any Liability to Buyer Parent, any Buyer or any other Person resulting from the distribution to Buyer Parent, or Buyer Parent's use of, any such information, including the Confidential Information Memorandum and any information, documents or material made available in the Data Room or any Management Presentations or in any other form in expectation of the transactions contemplated by this Agreement.

**5.8.2** Each Buyer acknowledges that it has made its own assessment of the present condition and the future prospects of the Business and is sufficiently experienced to make an informed judgment with respect thereto. Each Buyer acknowledges that neither Delphi nor any of its Affiliates has made any warranty, express or implied, as to the prospects of the Business or its profitability for any Buyer, or with respect to any forecasts, projections or business plans prepared by or on behalf of Delphi and delivered to any Buyer in connection with Buyers' review of the Business and the negotiation and the execution of this Agreement.

**5.9 Financial Ability.** Buyers have the financial ability and will have available at Closing sufficient Cash in immediately available funds to pay the Preliminary Purchase Price and thereafter to pay the Purchase Price if greater than the Preliminary Purchase Price, and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement. In particular, Buyer Parent has provided to Sellers evidence of its financial ability to consummate this Agreement and the transactions contemplated hereby.

**5.10 Adequate Assurance of Future Performance.** Each Buyer has provided or will be able to provide, at or prior to Closing, adequate assurance of its future performance under each Assumed U.S. Contract to the parties thereto (other than Sellers) in satisfaction of Section 365(f)(2)(B) of the Bankruptcy Code, and no other or further assurance will be necessary thereunder with respect to any Assumed U.S. Contract.

**5.11 No Brokers' Fees.** Buyers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the

transactions contemplated hereby for which Sellers would be liable.

**5.12 Compliance with Laws.** Buyers are in compliance with all Laws applicable to Buyers, except with respect to those violations that could not reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting Buyer from consummating the transactions contemplated by this Agreement.

**5.13 Buyer Entities.** Buyers have existing legal entities in place at each of the jurisdictions where the assets of the Business will be acquired, or if legal entities do not exist in one or more jurisdictions, Buyers will have formed legal entities such that the representations in Sections 5.1, 5.2, and 5.3, above, are accurate with respect to such Buyer affiliated entities within sixty (60) days after this Agreement is signed (but in no event later than ten (10) business days before Closing) for all jurisdictions other than China. The parties recognize that the establishment of an entity in China may take longer than sixty (60) days. Buyer shall use its best efforts to establish an entity in China as soon as reasonably possible, but no later than ten (10) business days before Closing. Anything contained herein to the contrary notwithstanding, the parties acknowledge that the Closing on the purchase of the Acquired Assets of SDECSC may occur at a date later than the Closing set forth in Section 8.

## **6. COVENANTS AND AGREEMENTS:**

**6.1 Conduct of Business between Signing and Closing:** Except as: (i) contemplated by this Agreement; (ii) disclosed on Schedule 6.1; (iii) required by, arising out of, relating to or resulting from the Bankruptcy Cases or otherwise approved by the Bankruptcy Court; (iv) required by or resulting from any changes of applicable Laws; or (v) set forth in the disclosure of this Agreement or the transactions contemplated hereby, from and after the date of this Agreement and until the Closing, Delphi will cause the Asset Sellers and Delphi South Africa to conduct the operations of the Business in the Ordinary Course of Business, or, if applicable, in accordance with orders entered by the Bankruptcy Court, and use commercially reasonable efforts to maintain and preserve relations with customers, suppliers, employees and others having business relationships with the Business. During the period from the date of this Agreement until Closing or until Delphi shall have determined pursuant to Section 10.9 that Buyer Parent has not submitted the highest or otherwise best Qualified Bid, whichever is earlier, upon reasonable advance notice, the Sellers shall afford to the Buyers, their officers, employees and authorized representatives reasonable access during normal business hours to the offices, properties, employees and business and financial records of the Sellers exclusively with respect to the Business and to the extent Buyers and Sellers shall mutually agree to be reasonably necessary for the purpose of, and in order that Buyers may begin to provide for, the transition of the Business from Sellers to Buyers after the Closing Date. Except: (x) as contemplated by this Agreement or as disclosed on Schedule 6.1; or (y) as required by, arising out of, relating to or resulting from the Bankruptcy Cases or otherwise approved by the Bankruptcy Court, from and after the date of this Agreement and until the Closing, Delphi will cause the Sellers and Delphi South Africa, with respect to the Business, to refrain from doing any of the following without the prior written consent of Buyer Parent (which consent will not be unreasonably withheld or delayed):

**6.1.1** Purchase or sell any capital stock or other equity interests of Delphi South Africa or grant or make any option, subscription, warrant, call, commitment or agreement of any character in respect of any such capital stock or other equity interests; provided, however, that this shall not limit the ability of Delphi South Africa to issue new capital stock or other equity interests or pay cash dividends or

distributions to Delphi or any of its Affiliates, or to repurchase or redeem capital stock or other equity interests held by Delphi or any of its Affiliates, between the date hereof and the Closing Date in accordance with this Agreement in order to make Delphi South Africa cash- and debt-free as of Closing;

**6.1.2** Sell or otherwise dispose of Acquired Assets or assets of Delphi South Africa having an aggregate value exceeding \$50,000, excluding sales of Inventory and sales of receivables to financial institutions or credit collection agencies, in each case in the Ordinary Course of Business;

**6.1.3** Merge or consolidate Delphi South Africa with or into any other Person or enter into any agreement requiring any such merger or consolidation;

**6.1.4** Incur, assume or guarantee any Debt Obligation that would become an Assumed Liability;

**6.1.5** Incur any Encumbrance on any material assets of Delphi South Africa or any material Acquired Assets, in each case, other than Permitted Encumbrances;

**6.1.6** Increase the compensation of the Global Sale Employees other than: (i) in the Ordinary Course of Business; or (ii) as required by any agreement in effect as of the date hereof or as required by Law;

**6.1.7** Make any material change in the accounting methods or practices followed by the Business (other than such changes that are: (i) required by Law; (ii) made in conformance with GAAP; or (iii) required in connection with the preparation of the financial statements of Delphi South Africa);

**6.1.8** Terminate or make any material amendment to a Material Contract;

**6.1.9** Enter into or renew any collective bargaining agreements, companywide collective agreements, severance agreements, social plans, special works contracts or compensation arrangements (including any such contracts or agreements that provide for benefits or compensation in the event of a reduction in force or relocation of work) covering Global Sale Employees, except for renewals in the Ordinary Course of Business on terms not materially inconsistent with prior practice;

**6.1.10** Fail to maintain insurance in a manner consistent with Sellers' past practice; or

**6.1.11** Agree or commit to do any of the foregoing.

**6.2 Bankruptcy Actions:**

**6.2.1** As soon as practicable after the execution of this Agreement, Delphi will, and will cause the other Sellers that are Filing Affiliates to, file a motion or motions (and related notices and proposed orders) with the Bankruptcy Court seeking approval of the Bidding Procedures Order and entry of a Sale Approval Order, each such order in form and content reasonably acceptable to Buyers.

**6.2.2** Delphi will use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and Federal Rules of Bankruptcy Procedure in connection with obtaining approval of the sale of the Acquired Assets under the Agreement, including serving on all required Persons in the Bankruptcy Cases, notice of the Sale Motion, the Sale Hearing (as hereinafter defined) and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (as modified by orders of the Bankruptcy Court), the Bidding Procedures Order or other orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

**6.3 Assumed U.S. Contracts; Cure Amount.** No later than as soon as practicable after the Auction, Delphi will, pursuant to a motion (which motion may be incorporated into the Sale Motion), move to assume and assign to Buyers the Pre-Petition Contracts listed on Schedule 6.3 (collectively, the "**Assumed U.S. Contracts**") and will provide notice thereof in accordance with all applicable Bankruptcy Rules as modified by orders of the Bankruptcy Court. To the extent Cure Amounts exist, Delphi will pay such Cure Amounts as agreed to by Delphi and each party to an Assumed U.S. Contract or, absent such agreement, by order of Bankruptcy Court in the time and manner specified by the Sale Approval Order.

**6.4 Non-Competition:**

**6.4.1** Delphi undertakes and agrees with Buyer Parent that for a period of four (4) years after the Closing Date, except with the consent of Buyer Parent, Delphi will not, and will cause each Affiliate of Delphi to not, either on its own account or in conjunction with or on behalf of any person, firm or company, whether by sales, marketing or other activities, carry on or be engaged, whether as a shareholder, director, employee, investor, partner or agent in carrying on any business which is engaged in the design, development, manufacture, remanufacture or sale of Products as carried on by the Business at the Closing Date (a "**Competitive Business**"); provided, however, that the restrictions contained in this Section 6.4.1 will not prohibit, in any way: (i) the acquisition of a controlling interest or merger with any Person, or a division or business unit thereof, which is not primarily engaged in a Competitive Business, provided that Delphi will use commercially reasonable efforts to divest, as soon as practicable after such acquisition or merger, any portion of the Business of such Person that constitutes a Competitive Business, if the Competitive Business accounts for more than fifteen (15%) percent of the sales of the acquired business; (ii) the acquisition by Delphi or any of its Affiliated companies, directly or indirectly, of a non-controlling ownership interest in any Person or a division or business unit thereof, or any other entity engaged in a Competitive Business, if the Competitive Business accounts for fifteen (15%) percent or less of the sales or fifteen (15%) percent or less of the value of the acquired business at the date of such acquisition (whichever is the greater); (iii) the acquisition by Delphi or any of its Affiliated companies, directly or indirectly, of less than five (5%) percent of the publicly traded stock of any Person engaged in a Competitive Business; (iv) provision of consulting services to, the license of any technology that Delphi or any Delphi Affiliate owns or has license to use to, or the financing (on its own behalf or on behalf of any other Person) of any Person, for the purpose of designing or manufacturing on behalf of Delphi or any Delphi Affiliate or selling to Delphi or any

Delphi Affiliate components and parts for automotive applications other than the Business; (v) consistent with Delphi's troubled supplier practices, any direct or indirect activities of Delphi or any Delphi Affiliate to advise, operate, manage or finance a troubled supplier of Delphi or its Affiliates; or (v) any business or activity conducted by Delphi or any Affiliate, joint venture, subsidiary or division of Delphi (excluding the Business) and any natural extensions thereof as of the Closing Date (each of which will be deemed not to breach this Section 6.4.1), including (a) any activity conducted using the Excluded Assets, and (b) any activity performed by KDAC.

**6.4.2** In the event that the covenants contained in Section 6.4.1 are more restrictive than permitted by Law, the Parties agree that the covenants contained in Section 6.4.1 will be enforceable and enforced to the extent permitted by Law.

**6.5 Tax Matters; Cooperation; Preparation of Returns:**

**6.5.1** Except for Tax Returns related to real and personal property Taxes or other similar ad valorem obligations (collectively "**Property Taxes**"), each Security Seller will be responsible for the preparation and filing of all Tax Returns relating to the Sale Securities for all Tax Returns due on or prior to the Closing Date, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. Each Security Seller will make all payments required with respect to any such Tax Returns, except as may be prohibited by the Bankruptcy Code. Sellers shall not file any amended or supplements to Tax Returns which would cause a Material Adverse Effect to Buyers without the advance written consent of Buyers. Sellers shall provide copies of Tax Returns at least one (1) week in advance of filing of such Tax Returns to Buyer.

**6.5.2** Except for Tax Returns relating to Property Taxes, Buyers will be responsible for the preparation and filing of all Tax Returns for the Acquired Assets for all periods beginning after the Closing Date, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. Buyers will make all payments required with respect to any such Tax Returns.

**6.5.3 Delphi South Africa.**

**A.** Sellers will prepare or cause to be prepared and filed all Tax Returns that are required to be filed for Delphi South Africa for all taxable periods ending on or prior to the Closing Date that are required to be filed on or prior to the Closing Date. Sellers will cause Delphi South Africa to make any Tax payments due with these Tax Returns.

**B.** Buyers will prepare or cause to be prepared and file or cause to be filed all Tax Returns that are required to be filed for Delphi South Africa for all taxable periods ending on or prior to the Closing Date that are required to be filed after the Closing Date. Buyers will cause Delphi South Africa to make any Tax payments due with these Tax Returns.

**C.** Each Buyer acknowledges and agrees that Delphi South Africa is sold AS IS, WHERE IS for all Tax purposes.

**6.5.4** Buyer shall prepare and file all Tax Returns relating to Property Taxes levied with respect to the Acquired Assets for any taxable period that begins before the Closing Date and ends after the Closing Date (each such taxable period, a “**Straddle Period**”), whether imposed or assessed before or after the Closing Date, other than Straddle Period Tax Returns that Seller is required to file by applicable Law. Seller shall be liable for and shall indemnify Buyer, its Affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives against all Liability for the entire amount of Property Taxes levied for the Straddle Period multiplied by a fraction the numerator of which is the number of days in the Tax period ending on the Closing Date and the denominator of which is the number of days in the entire Tax period. Buyer shall be liable for and shall indemnify Seller, its Affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives against all Liability for the entire amount of Property Taxes levied for the Straddle Period multiplied by a fraction the numerator of which is the number of days in the Tax period beginning on the day following the Closing Date and the denominator of which is the number of days in the entire Tax period. Any credits relating to a Straddle Period shall be taken into account as though the relevant Straddle Period ended on the Closing Date. All determinations necessary to give effect to the foregoing allocations shall be made in a manner that does not accelerate deductions or defer income. With respect to any such Straddle Period returns or filings, the non-filing party shall pay to the filing party, not later than five (5) Business Days before the due date for payment of such Property Taxes levied for the Straddle Period, provided that the non-filing Party has received notice of the allocation at least thirty (30) Business Days prior to the due date for payment under this Section 6.5.4, an amount equal to the portion of such Property Taxes levied for the Straddle Period for which the non-filing party is liable under this Section 6.5.4, and the filing party shall, promptly following the filing thereof, provide the non-filing party with a copy of such return or other filing and a copy of a receipt showing payment of any such Property Taxes levied for the Straddle Period. If notice of the allocation is not provided to the non-filing party at least fifteen (15) Business Days prior to the due date for payment under this Section 6.5.4, the non-filing party shall pay fifteen (15) days after receipt of notice, but shall have no additional liability if the payment is not made at least five (5) Business Days before the due date for payment of such Property Taxes levied for the Straddle Period. For any Tax Returns relating to Property Taxes for the Straddle Period which the Seller was required by Law to file prior to the Closing Date, the Seller shall provide an allocation between Seller and Buyer of the Property Taxes reflected on such returns, applying this Section 6.5.4 and taking into account all payments made as of the Closing Date, as soon as practicable following Closing. The Party with a net liability to the other Party shall make a payment in settlement of the net liability within thirty (30) days following the date on which the allocation is provided. Any payments under this Section 6.5.4 shall be treated as Price Adjustments under Section 3.4.

**6.5.5 Transfer Taxes.**

**A.** Sellers and Buyers will use commercially reasonable efforts and cooperate in good faith to exempt the sale, conveyance, assignments, transfers, and deliveries to be made to the Buyers hereunder from any transfer, documentary, sales, use, registration, recording, stamp, value-added, recapture (such as Chinese VAT and duty recapture on the sale of assets) and other such

taxes (including all applicable real estate transfer taxes, but excluding any taxes based on or attributable to income or gains) and related fees (including notarial fees as well as any penalties, interest and additions to tax) ("Transfer Taxes") payable in connection with such sale, conveyance, assignments, transfers and, deliveries, to the extent provided in the Sale Approval Order, in accordance with Section 1146(c) of the Bankruptcy Code. If Bankruptcy Court approval is granted for such exemption, then any instrument transferring the Acquired Assets to the Buyers will contain the following endorsement:

*Because this [indicate instrument] has been authorized pursuant to Order of the United States Bankruptcy Court for the Southern District of New York relating to a chapter 11 plan of [indicate Seller], it is exempt from transfer taxes, stamp taxes, or similar taxes pursuant to 11 U.S.C. § 1146(c).*

**B.** To the extent not exempt under Section 1146 of the Bankruptcy Code and approved in the Sale Approval Order, all Transfer Taxes arising out of or incurred in connection with this Agreement will be borne by the party upon whom the applicable law, regulation or custom of the jurisdiction imposes the obligation to pay or, where no law, regulation or custom exists, shall be borne by the Buyer. The party that is legally required to file a Tax Return relating to Transfer Taxes will be responsible for preparing and timely filing such Tax Return.

**6.5.6** Delphi and Buyer Parent will cooperate in connection with: (i) the preparation and filing of any Tax Return, Tax election, Tax consent or certification or any claim for a Tax refund; (ii) any determination of liability for Taxes; and (iii) any audit, examination or other proceeding in respect of Taxes related to the Business or the Acquired Assets; provided that, Buyer Parent shall not be obligated to agree to a Tax election, consent or certification or amendment or supplement to a Tax Return which would cause a Material Adverse Effect. Such cooperation includes, but is not limited to, direct access to accounting and finance personnel.

#### **6.6 Employees; Benefit Plans; Labor Matters:**

**6.6.1 U.S. Employees:** Schedule 6.6.1 sets forth the U.S. Employees to which Buyer will offer employment pursuant to this Section 6.6.

##### **A. Transfer of U.S. Employees.**

(i) Subject to Section 6.6.1.A(ii), effective as of the Closing, the relevant Buyer will offer employment to all Active U.S. Employees set forth on Schedule 6.6.1 with such new employment to commence (if accepted, whether by reporting to work or otherwise) with effect from the Closing. For purposes of this Section 6.6, "**Active U.S. Employees**" means those salaried or hourly Employees who are actively employed as of the Closing Date. "**Inactive U.S. Employees**" means those U.S. Employees set forth on Schedule 6.6.1 who, as of the Closing Date, are on a leave of absence, sick leave, or short term disability or otherwise not actively performing their work during all normally scheduled business

hours. The relevant Buyer will offer employment to all Inactive U.S. Employees who, within one year following the Closing Date, return to active status in accordance with Seller's policies and procedures.

(ii) For all Active U.S. Employees and, when appropriate, Inactive U.S. Employees set forth on Schedule 6.6.1 (i) Buyers' offer of employment shall be on terms substantially comparable in the aggregate to those in place immediately prior to Closing (provided, however, that only those of Seller's Employee Benefit Plans in which U.S. Employees set forth on Schedule 6.6.1 are eligible to participate in and that have been in effect for at least one year and have not been suspended, delayed or terminated in any way, shall be included in the comparison) and shall include a waiver and release by the U.S. Employee with respect to any and all severance payments by any Seller and (ii) Buyer will maintain Sellers' vacation policy in effect as of the Closing Date for a minimum period of one (1) year following the Closing Date provided, however, that Buyer assumes no liability for unpaid vacation or other benefits accrued prior to the Closing Date. Prior to tendering such offers, Buyers will provide Sellers with information sufficient to satisfy Sellers (not to be unreasonably withheld) that such offers meet the "substantially comparable in the aggregate" requirement. For all such U.S. Employees, Buyers will maintain the requisite level of compensation and benefits (including the vacation policy described above) for a minimum of one (1) year following the Closing Date.

(iii) Sellers will retain responsibility for all Liabilities for workers' compensation benefits related to injuries or illnesses incurred by U.S. Employees set forth on Schedule 6.6.1 prior to the Closing.

(iv) Seller will remain responsible for all employment rights of U.S. Employees set forth on Schedule 6.6.1 incurred or vesting prior to the Closing.

**B. Employee Benefit Plans:**

(i) U.S. Employees' (set forth on Schedule 6.6.1) and their dependents' and beneficiaries' participation in and eligibility for benefits under the Seller Employee Benefit Plans (other than vested pension benefits) will cease as of the Closing. Notwithstanding the preceding sentence, the Seller Employee Benefit Plans which are welfare plans as defined under ERISA will retain liability for all claims incurred by the U.S. Employees set forth on Schedule 6.6.1 and their dependents and beneficiaries prior to the Closing, including claims which are not submitted until after the Closing. A claim will be deemed incurred, as applicable:

(1) On the date of the occurrence of death or dismemberment in the case of claims under life insurance and accidental death and dismemberment Seller Employee Benefit Plans;

(2) On the date on which the service or treatment is

provided in the case of claims under medical, hospital, dental and similar Seller Employee Benefit Plans; or

(3) On the date immediately following a U.S. Employee's last day worked on which a physician legally licensed to practice medicine certifies to total disability under the applicable disability Seller Employee Benefit Plans.

(ii) Active U.S. Employees who accept employment with Buyer and Inactive U.S. Employees when they accept employment with Buyer (set forth on Schedule 6.6.1) and their dependents' and beneficiaries' participation in and eligibility for benefits under the Buyer Employee Benefit Plans will commence as of the date they are first employed by Buyer.

(iii) Buyer will recognize each U.S. Employee's (set forth on Schedule 6.6.1) pre-closing length of service and credited service with Seller or its Affiliates for eligibility and vesting purposes but not benefit accrual purposes with respect to Buyer's Employee Benefit Plans but only to the extent recognized under Seller's comparable Employee Benefit Plan. In no case, however, would credited service be recognized under this provision if such recognition would cause a duplication of compensation or benefits as between Buyer and Seller.

(iv) Except as provided in Section 6.6.1C(ii), Seller retains all liabilities and obligations arising under or pursuant to Seller's Employee Benefit Plans. Seller shall indemnify and hold Buyer harmless from and against any and all liabilities arising under or pursuant to Seller's Employee Benefit Plans.

**C. Severance.**

(i) Sellers will retain all obligations and liabilities relating to any claims for severance, termination (actual or constructive), redundancy or change in control agreements by U.S. Employees not set forth on Schedule 6.6.1 triggered by, arising in connection with or resulting from the transactions contemplated under this Agreement and by U.S. Employees listed in Schedule 6.6.1 who are offered employment by Buyer on terms substantially comparable in the aggregate to those in place immediately prior to Closing as more fully provided in Section 6.6.1A(ii) but who do not accept such employment.

(ii) Except as provided in Section 6.6.1C(i) Buyer will assume all obligations and liabilities relating to any claims for severance, termination (actual or constructive), redundancy, or change in control agreements by U.S. Employees set forth on Schedule 6.6.1 arising after Closing. If a Buyer terminates the employment of a U.S. Employee set forth on Schedule 6.6.1 during the one (1) year period following the Closing Date under circumstances that would have rendered such U.S. Employee eligible for severance benefits had such termination occurred prior to Closing Date, provide such employee the greater of (a) the severance benefits provided for under the terms of Seller's severance

plan applicable as of the Closing Date, taking into account such U.S. Employee's combined service with Buyer or (b) the severance benefits under any applicable Buyers' severance plan or policy. After the Closing, neither Delphi nor any Seller or any of their Affiliates will have any liability for severance, redundancy, termination or otherwise for U.S. Employees set forth on Schedule 6.6.1 who accept employment with Buyer in connection with the transactions contemplated herein, except as required by applicable law, in which case Buyer will indemnify and hold Seller harmless for any claims or liabilities.

**D. COBRA.** Seller retains all obligations relating to compliance with the continuation health care coverage requirements of Code Section 4980B and Sections 601 through 608 of ERISA regarding qualifying events in regard to U.S. Employees set forth on Schedule 6.6.1 arising from the transactions contemplated under this Agreement. Sellers will retain responsibility for all Liabilities, obligations, commitments, costs and expenses for claims of the U.S. Employees (or dependents thereof who become a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs prior to the Closing.

**E. WARN Act.** Buyers will assume all obligations and liabilities relating to the WARN Act or other similar notice Laws, if any, related to any post-Closing actions of the Buyer. Sellers will retain all obligations and liabilities relating to the WARN Act or other similar notice Laws, if any, related to any pre-Closing actions of the Seller.

**F. Cooperation.** Sellers and Buyers will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Section 6.6.1.

**G. 401(k) Plans.** To the extent allowed under applicable Law, U.S. Employees set forth on Schedule 6.6.1 who become eligible for a distribution of their account balances in the Seller's Savings-Stock Purchase Plan (a 401(k) plan) will be permitted, at their discretion, to transfer such account balances to Buyer's defined contribution plan. The manner of such transfer will be a direct rollover.

**6.6.2 European Employees:** Except as otherwise provided in the relevant Transfer Agreement, the Parties agree as follows:

**A. Transfer of European Employees:**

(i) Delphi and Buyer Parent intend and acknowledge that the transfer of the relevant Business to the relevant local Buyer on Closing shall, with respect to the European Employees, constitute a Relevant Transfer, and agree that as a consequence of that Relevant Transfer, the contracts of employment made between the relevant local Sellers and the

relevant European Employees and the Collective Bargaining Agreements listed in Schedule 4.10.9, if applicable, (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) will have effect from and after Closing as if originally made between the relevant local Buyer and the relevant European Employees.

(ii) The relevant local Buyer shall treat the period of continuous service of each relevant European Employee employment with the relevant local Seller or its Affiliates up to Closing as continuous with such relevant European Employee's service with the relevant local Buyer after Closing. All employee benefits of each relevant European Employee shall transfer to the Buyer by operation of Law. To the extent contemplated by applicable Law and local agreements setting forth specific benefits for employees, all current employment terms and conditions of the European Employees will continue with the relevant local Buyer.

**B. Union and/or Works Council Notifications**

(i) The relevant local Buyers and relevant local Sellers shall comply with their obligations to notify and consult with the relevant employees, employees' representatives, works councils, unions, labour boards and relevant governmental agencies and governmental officials in accordance with applicable laws, concerning the transactions contemplated by this Agreement and the relevant Transfer Agreement, if applicable.

(ii) The relevant local Buyers shall cooperate and provide to the relevant local Sellers the documents and information required in the course of the works council and union notifications. The relevant local Buyers and relevant local Sellers shall also attend meetings with employees, employees' representatives, works councils, unions, labour boards when required.

**C. European Employees Remaining Employed by the Relevant Local Sellers.** If it is found or alleged that any of the European Employees remains an employee of the relevant local Seller after Closing due to the fact that the Transfer Regulations are not applicable for any reason to such European Employees:

(i) The relevant local Seller shall notify the relevant local Buyer of that finding or allegation as soon as reasonably practicable after becoming aware of it;

(ii) in consultation with the relevant local Seller, the relevant local Buyer shall within seven (7) days of becoming aware of the finding or allegation make that person a written offer of employment to commence immediately on the same terms and conditions as the relevant local Buyer would be obligated to provide to that person if his employment had transferred pursuant to the Transfer Regulations and under which the

relevant local Buyer agrees to recognise that person's period of service with the relevant local Seller, and the relevant local Seller shall give all reasonable assistance requested by the relevant local Buyer to persuade that person to accept the offer;

(iii) if the offer of employment made by the relevant local Buyer is accepted by that person, the relevant local Seller agrees to permit that person to leave the relevant local Seller's employment without having worked his full notice period, if that person or the relevant local Buyer so requests;

(iv) the relevant local Seller may within twenty eight (28) days after becoming aware of that allegation or finding, if that person is still or still claims to be an employee of the relevant local Seller and has not accepted an offer of employment with the relevant local Buyer, dismiss that person with immediate effect in accordance with applicable law; and

(v) in accordance with Section 11.5, the relevant local Buyer shall indemnify and keep indemnified the relevant local Seller against all costs, claims, liabilities and expenses (including reasonable legal expenses) which the relevant local Seller may suffer or incur in respect of that dismissal provided that the relevant local Seller takes all reasonable steps to minimize such costs, claims, liabilities and expenses (including, for the avoidance of doubt, by following the statutory dispute resolution procedures where applicable).

**D. Other Transferring European Employees.** If as a result of the sale of the relevant Business and/or the Transfer Regulations, it is found or alleged that the employment of any person other than the European Employees, or any liability associated with the employment of such persons or their termination, have transferred to the relevant local Buyers on or after Closing pursuant to the Transfer Regulations:

(i) the relevant local Buyer shall notify the relevant local Seller of that finding or allegation as soon as reasonably practicable after becoming aware of it;

(ii) in consultation with the relevant local Buyer, the relevant local Seller shall within seven (7) days of becoming aware of that allegation or finding make that person a written offer of employment, to commence immediately, on the same terms and conditions as that person was employed prior to the transfer (actual or alleged), and under which the relevant local Seller agrees to recognise that person's seniority status and prior service with the relevant local Seller and any Affiliate of Seller, and relevant local Buyer shall give all reasonable assistance requested by the relevant local Seller to persuade that person to accept the offer, provided however, at least ten (10) Business Days before such offers are to be given to any such employees, the Buyer shall present the draft offer letter to Delphi for examining the terms and conditions contained therein in order to verify the compliance by the relevant Buyer with the terms and conditions of this Section 6.6.2.D;

(iii) the relevant local Buyer may within twenty eight (28) days after becoming aware of that allegation or finding, if that person is still or still claims to be an employee of the relevant local Buyer and has not accepted an offer of employment with the relevant local Seller, dismiss that person with immediate effect; and

(iv) in accordance with Section 11.5, the relevant local Seller shall indemnify and keep indemnified the relevant local Buyer against all costs, claims, liabilities and expenses (including reasonable legal expenses) which the relevant local Buyer may suffer or incur in respect of that dismissal and the employment of that person at any time up to the date of the dismissal and any other claim brought by that person (or any representative of that person), in each case:

(1) provided that the relevant local Buyer takes all reasonable steps to minimise such costs, claims, liabilities and expenses (including, for the avoidance of doubt, by following the statutory dispute resolution procedures where applicable); and

(2) save to the extent that the relevant local Buyer is able to claim successfully in respect of any such costs, claims, liabilities and expenses under the terms of an employer's liability insurance policy transferring by operation of law from the relevant local Seller to the relevant local Buyer.

**E. Buyer Employee Benefit Plans.** The Buyer shall retain and shall not change the Seller Employee Benefit Plans offered to the European Employees by the relevant Sellers prior to the Closing for a period contemplated by applicable Law and local agreements setting forth specific benefits for employees.

**F. Workers' Compensation.** Sellers will retain responsibility for Liabilities for all workers' compensation benefits related to injuries or illnesses incurred by the European Employees prior to the Closing, provided that claims for such Liabilities are filed within twelve (12) months of the Closing Date. All other such Liabilities will be the responsibility of the Buyer.

**G. Vacation, Holiday Pay and Social Fund.** Buyer will assume Seller's outstanding obligations in respect of accrued holiday entitlements and accrued holiday remuneration of the European Employees at Closing. In addition the relevant Buyer will assume the relevant part of the social fund from the relevant Seller if it is required by Law.

**H. Severance and Redundancy.** Except with respect to the European Employees who are terminated by the relevant local Seller or any of its Affiliates prior to the Closing Date, neither Seller nor any of its Affiliates shall have any liability to any European Employees for severance, redundancy, termination, or otherwise after Closing. Buyer shall be responsible for any liability to any European Employees in connection with the transactions contemplated by this Agreement. When Seller is required to pay severance to the European Employees who reject an offer of employment from the relevant local Buyer in situations where the Transfer Regulations do not apply or the employees object

to the transfer of their employment to the relevant Buyer when permitted by applicable law, the Buyers are restricted from recruiting or hiring such employees until the first anniversary of the Closing. The relevant Buyer shall reimburse the relevant Seller for any and all such severance pay paid by relevant Seller immediately but not less than ten (10) Business Days after any such employee is hired by the relevant Buyer in violation of the preceding sentence.

**6.6.3 Asia Pacific Employees:** Schedule 6.6.3.1 sets forth a table listing the aggregate actual annual costs to Sellers for the benefits provided to the Global Sale Employees in Australia. Schedule 6.6.3.2 sets forth a table listing the aggregate actual annual costs to Sellers for the benefits provided to the Global Sale Employees in China. Each of Schedules 6.6.3.1 and 6.6.3.2 provides the total aggregate liability of Sellers for severance costs associated with the termination of each Global Sale Employee in Australia and China, and shall be updated to reflect any attrition as of the day prior to Closing (the "Total Australia/China Severance Liability").

**A. Transfer of Asia Pacific Employees.**

(i) No later than forty-five (45) days after the date hereof, the Buyer Parent will determine and notify Delphi as to which Global Sale Employees in Australia (the "**Australia Employees**") and China (the "**China Employees**"), respectively, it will make an offer of employment.

(ii) No later than thirty (30) days prior to Closing, the relevant local Buyers will make an offer of employment to the Australia Employees, the China Employees and all Global Sale Employees in India with such new employment to commence (if accepted, whether by reporting to work or otherwise) with effect from the Closing Date; provided however, that (a) the offer shall include a waiver and release by the Transferred Asia Pacific Employee with respect to any and all severance payments by any Seller and (b) at least ten (10) Business Days before such offers are to be given to any of the Asia Pacific Employees, the Buyer shall present the draft offer letter to Delphi for examining the terms and conditions contained therein in order to verify the compliance by the relevant Buyer with the terms and conditions of this Section 6.6.3. The offer of employment shall be in accordance with the governing Law in the jurisdiction where such Asia/Pacific Employee is located. If applicable, the relevant local Buyer will assume the employment contracts of any Transferred Asia Pacific Employees in accordance with the Transfer Regulations and the relevant Transfer Agreement. Buyers will comply with all requirements of the Transfer Regulations, if applicable, and will, in any event, assume and recognize the seniority status and prior service of all Transferred Asia Pacific Employees for the entire period of each employee's accumulated service years with the respective Seller and any Affiliate of the Seller for all purposes of the continued employment with the relevant local Buyer, including with respect to any Buyer Employer Benefit Plan as if every benefit or entitlement had been accrued by the respective Transferred Asia/Pacific Employee while in the employment of the relevant local Buyer.

(iii) For all Asia Pacific Employees, Buyer's offer of employment (or assumption of employment contract as applicable) will be on the same terms, at the same level of compensation and with the same benefits in place immediately prior to Closing and all employment terms and conditions existing as of the Closing Date shall remain unchanged for one (1) year after the Closing Date. The specific terms governing the offer of employment to any Asia/Pacific Employee will be agreed between the parties and set forth in the applicable Transfer Agreements and/or in compliance with applicable Transfer Regulations.

(iv) SDECSC shall take no action intended to cause any China Employee to not accept employment with the local Buyer.

(v) Effective from the Closing Date, the Buyer will assume and will be solely responsible for:

(1) all accrued, unpaid and untaken long service leave, sick/personal leave and rostered day off leave entitlements of the Transferred Asia Pacific Employees attributable to the period prior to Closing and the liability balance sheet provisions set out in Schedule 6.6.3; and

(2) all wages and salary, long service leave, sick/personal leave, rostered day off leave and contributions to personal pension schemes to which any Transferred Asia Pacific Employees are entitled, all statutory contributions and all income tax and national insurance contribution deductibles and all other entitlements of the Transferred Asia Pacific Employees from and after the Closing Date.

(vi) For Asia Pacific Employees employed by a Seller in India, the assets and associated liabilities of the Delphi Provident Trust Funds, the Delphi Employees Gratuity Trust Fund and the Delphi Superannuation Fund shall be transferred to Buyer as set forth in the India Sale Agreement.

**B. Severance and Redundancy Payments.**

(i) Neither Seller nor any of its Affiliates shall have any liability to any Transferred Asia Pacific Employee for severance, redundancy, termination or otherwise (i) after Closing or (ii) before Closing so long as such liability is triggered in any way by the transactions contemplated by this Agreement. For the avoidance of doubt, Buyer shall be responsible for any liability to any Transferred Asia/Pacific Employee in connection with the transactions contemplated by this Agreement.

(ii) To the extent that Australia Employees and China Employees shall accept fewer offers by the relevant local Buyers to absorb, in the aggregate, sixty percent (60%) of the Total Australia/China Severance Liability, Buyers shall indemnify and hold Sellers harmless for any Shortfall (as hereinafter defined) through the payment of cash within ten (10) days of invoice. For the avoidance of doubt, if an Australia Employee or a China Employee rejects an offer from Buyer, Buyer shall indemnify and hold Seller harmless from and against any severance or

redundancy Losses as if Buyer had not made an offer to such Australia Employee or China Employee (i.e. to the extent that Transferred Australia Employees and Transferred China Employees absorb, in the aggregate, less than sixty percent (60%) of the Total Australia/China Severance Liability). For the purposes of this Section, "Shortfall" shall mean the difference between the amount absorbed based on offer acceptance and sixty percent (60%) of the Total Australia/China Severance Liability, as exemplified in Schedule 6.6.3.B(ii).

(iii) Seller shall retain responsibility for any liability to any Global Sale Employee listed on Schedules 6.6.3.1 and 6.6.3.2 to which Buyer shall not make an offer. In the event Seller shall be required to pay severance to Asia Pacific Employees, Buyers are restricted from recruiting or hiring such employees until the first (1<sup>st</sup>) anniversary of the Closing unless Buyer shall reimburse Seller for any and all such severance paid by it to any of such subsequently recruited or hired Asia/Pacific Employee.

**C. Buyer Employee Benefit Plans.** Buyer shall retain and shall not change the Seller Employee Benefit Plans offered to the Asia Pacific Employees by the relevant Seller prior to Closing for a period of one (1) year after the Closing Date. If required by law, the relevant local Buyer will offer the Transferred Asia Pacific Employees a choice of superannuation fund in accordance with local Law.

**D. Workers' Compensation.** Except with respect to Transferred Australia Employees, Liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illness incurred by Transferred Asia Pacific Employees on or after the Closing or filed more than twelve (12) months after the Closing (even if related to a pre-Closing injury or illness), shall be the responsibility of the relevant local Buyer. In the case of Transferred Australia Employees, only Liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illness incurred on or after the Closing shall be the responsibility of the relevant local Buyer.

**E. Cooperation.** Sellers and Buyers shall provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Section 6.6.3.

**F. Collective Bargaining Agreements.** Buyers will assume the terms and conditions of all of the Collective Bargaining Agreements (or their equivalent under applicable Law) applicable to the Transferred Asia Pacific Employees.

**G. Union and Works Council Notifications.** Sellers and Buyers will reasonably cooperate in connection with any notification required by Law to, or any required consultation with, or the provision of documents and information to, the employees, employee representatives, work councils, unions, labor boards and relevant government agencies and governmental officials concerning the

transactions contemplated by this Agreement.

**6.6.4 South Africa Employees:**

**A. Continued Employment of South Africa Employees.** Seller and Buyer will collectively update Schedule 4.10.1 as of the day prior to Closing with respect to the South Africa Employees.

(i) All South Africa Employees shall remain employed by Delphi South Africa. Buyer will, in any event, assume and recognize the seniority status and prior service of all South Africa Employees for the entire period of each employee's accumulated service years with Delphi South Africa and any Affiliate of Delphi South Africa for all purposes of the continued employment with Delphi South Africa, including with respect to any Buyer Employer Benefit Plan, if applicable, in accordance with local law.

(ii) For all Global Sale Employees designated on Schedule 4.10.1 as South Africa Employees, their continued employment will be on the same terms, at the same level of compensation and with the same benefits in place immediately prior to Closing and all employment terms and conditions existing as of the Closing Date shall remain unchanged for one (1) year after the Closing Date (save for increases in or adjustments to remuneration in the Ordinary Course of Business).

**B. Severance and Redundancy Payments.** Neither Seller nor any of its Affiliates shall have any liability to any South Africa Employees for severance, redundancy, termination or otherwise after Closing. Buyer shall be responsible for any liability to any South Africa Employees in connection with the transactions contemplated by this Agreement or otherwise required by Law.

**C. Employee Benefit Plans.** Save as required by and subject to local Law, Buyer shall retain and shall not change any Employee Benefit Plans offered at Delphi South Africa prior to Closing for a period of one (1) year after the Closing Date.

**D. Collective Bargaining Agreements.** Subject to the terms of any applicable Collective Agreement, Buyer shall retain and shall not change any Collective Bargaining Agreement (or its equivalent under applicable Law) applicable to the South Africa Employees.

**E. Union and Works Council Notifications.** Sellers and Buyers will reasonably cooperate in connection with any notification required by Law to, or any required consultation with, or the provision of documents and information to, the employees, employee representatives, work councils, unions, labor boards and relevant government agencies and governmental officials concerning the transactions contemplated by this Agreement.

**6.6.5 Contact with Employees.** With respect to any Global Sale Employee, no Party shall take any action or make any statement that is intended to discourage the employees attributable to the Business to transfer their employment

relationship. No Party shall send any written communication to or otherwise communicate with any Global Sale Employee regarding such employee's post-Closing status with the Buyer without first submitting to the other Party for pre-approval (which approval shall not be unreasonably withheld or delayed) (i) copies of all written documents to be delivered to employees; and (ii) a summary of all talking points.

**6.7 Contact with Customers and Suppliers.** Prior to the Closing, except in the Ordinary Course of Business as a supplier to certain customers and without discussing the Sale, Buyer Parent and its Affiliates and their respective representatives will contact and communicate with the Global Sale Employees, customers, suppliers and licensors of the Business in connection with the transactions contemplated by this Agreement only with the prior written consent of Delphi, which consent may be conditioned upon a designee of Delphi being present at any such meeting or conference.

**6.8 Technical Documentation.** Sellers have delivered, or will deliver on or before the Closing, to the Buyer, a copy of all Technical Documentation included in the Acquired Assets. For a period of not less than ten (10) years commencing at the Closing, Buyers will use reasonable efforts to maintain all Technical Documentation applicable to Product design, test, release and validation at a location at which it will be reasonably accessible to Delphi upon request. During such ten (10) year period, Buyers will not destroy or give up possession of the final copy of such Technical Documentation without offering Delphi the opportunity to obtain a copy of such documentation at Delphi's expense but without any payment to Buyers.

**6.9 Books and Records and Litigation Assistance From and After Closing:**

**6.9.1** Buyer Parent will preserve and keep all books, records, computer files, software programs and any data processing files delivered to Buyer by Seller and its Affiliates pursuant to the provisions of this Agreement for a period of not less than five (5) years from the Closing Date, or for any longer period as may be required by any Law, Governmental Order or in connection with any litigation, audit or appeal of Taxes, or Tax examination, at Buyer's sole cost and expense. During such period, Buyer will: (i) provide Seller with such documents and information as necessary to complete the accounting books and records of each facility included within the Business, consistent with past practice; and (ii) make such books and records available to Seller and its Affiliates as may be reasonably required by Seller and its Affiliates in connection with any legal proceedings against or governmental investigations of Seller and its Affiliates or in connection with any Tax examination, audit or appeal of Taxes of Seller and its Affiliates, the Business or the Acquired Assets. Seller or its Affiliates will reimburse Buyer for the reasonable out-of-pocket expenses incurred in connection with any request by Seller to make available records pursuant to the foregoing sentence. In the event Buyer wishes to destroy or dispose of such books and records after five (5) years from the Closing Date, it will first give not less than ninety (90) days' prior written notice to Seller, and Seller will have the right, at its option, upon prior written notice given to Buyer within sixty (60) days of receipt of Buyer's notice, to take possession of said records within ninety (90) days after the date of Buyer's notice to Seller hereunder.

**6.9.2** Buyers will, at the reasonable request of Sellers, cooperate fully with Sellers in providing Sellers and their Affiliates (as appropriate) (to the extent

possible through Global Sale Employees) with technical assistance and information in respect of any claims brought by or against Sellers and their Affiliates involving the conduct of the Business prior to Closing, including consultation and/or the appearance(s) of such persons on a reasonable basis as expert or fact witnesses in trials or administrative proceedings. Sellers will reimburse Buyers and their Affiliates for their reasonable out-of-pocket costs (travel, hotels, etc.) of providing such services and reasonable, actual direct employee time costs for any appearances. Buyers, for themselves and on behalf of their Affiliates, agree to: (i) retain all documents required to be maintained by Law and all documents that may be reasonably required to establish due care or to otherwise assist Sellers and their Affiliates in pursuing, contesting or defending such claims; (ii) make available their documents and records in connection with any pursuit, contest or defense, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Buyers and their Affiliates must be made available if making these documents or records available would cause the loss of this privilege (in any case, however, Buyers must notify Sellers of the existence of such privileged documents); and (b) Sellers and their Affiliates will agree to keep confidential documents and records that are confidential or are subject to trade secret protection); (iii) promptly respond to discovery requests in connection with such claim, understanding and acknowledging that the requirements of discovery in connection with litigation require timely responses to interrogatories, requests to produce and depositions and also understanding and acknowledging that any delays in connection with responses to discovery may result in sanctions; (iv) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods so as not to interfere materially with Buyers' business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Sellers and their Affiliates in connection with such claim, including investigation into claims and occurrences described in this section and preparing for and giving factual and expert testimony at depositions, court proceedings, inquiries, hearings and trial; and (v) make available facilities and exemplar parts for the sole and limited use of assisting Sellers and their Affiliates in the contest or defense.

#### **6.10 Corporate Names:**

**6.10.1** Buyers will have the right (including the right to authorize its relevant Affiliates) to continue to sell or dispose of any existing inventories or service materials of the Business in existence at the Closing and bearing any trademark, service mark, trade name or related corporate name of Delphi or any Affiliate of Delphi for a period of no more than ninety (90) days after the Closing Date in a manner consistent with past practice of the Business and the name and reputation associated therewith, provided that Buyers and their Affiliates will clearly indicate on all written materials related to such sale or disposition, including business cards, stationery, purchase orders, invoices and the like, that the Business is owned by Buyers and their Affiliates and is no longer affiliated with, and Buyer and its Affiliates do not represent, the Sellers or any Affiliate of Seller.

**6.10.2** After such ninety (90) day period, Buyers will neither use nor permit any of Delphi South Africa or Katcon, or the Business, to use the name "Delphi" and any trademarks, trade names, brandmarks, brand names, trade dress or logos

relating or confusingly similar (including on any signs, billboards, advertising materials, telephone listings, web sites, labels, stationery, office forms, packaging or other materials of Delphi South Africa or Katcon) in connection with the Business or otherwise.

**6.10.3** Immediately following the Closing, Buyers shall cause Delphi South Africa to amend its certificate of incorporation, partnership agreement, limited liability company agreement and other applicable documents, in order to change its name to a name not containing the word "Delphi," such change to take effect pursuant to the terms of the respective transfer deed governing the sale of Delphi South Africa. Buyer shall make all required filings with Governmental Authorities to effect such amendments.

**6.10.4** Each of the Parties acknowledges and agrees that the remedy at Law for any breach of the requirements of this Section 6.10 would be inadequate, and agrees and consents that without intending to limit any additional remedies that may be available, temporary and permanent injunctive and other equitable relief may be granted without proof of actual damage or inadequacy of legal remedy in any Proceeding which may be brought to enforce any of the provisions of this Section 6.10.

**6.11 Intellectual Property Licenses:**

**6.11.1 License to Buyers.** Delphi, on behalf of itself and its Affiliates, hereby grants to Buyers, as of the Closing Date, a worldwide, perpetual, fully paid, royalty free, non-exclusive license to use the Shared Intellectual Property to develop, manufacture, use, import, export, offer to sell and sell Products and services and future products and services of the type provided by the Business prior to Closing and to use, reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith, subject to any restrictions arising from rights granted to third parties prior to the Closing Date. Further, Delphi, on behalf of itself and its Affiliates, hereby grants to Buyers, as of the Closing Date, a sub-license to the extent permitted by and subject to the terms and conditions of the agreements listed in Schedule 6.11.1, to develop, manufacture, import, export, offer to sell and sell Products and services and to use, reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith. The license and any sub-license granted to Buyer under this Section 6.11.1 is not assignable in whole or in part except to a purchaser of all or substantially all of the Business to which the license pertains.

**6.11.2 License to Sellers.** Buyer Parent, on behalf of itself and its Affiliates, hereby grants to Seller as of the Closing Date, (i) a worldwide, perpetual, paid-up, royalty free, non-exclusive license to develop, manufacture, use, import, export, offer to sell and sell products and services of the type provided by Sellers and their Affiliates as of the Closing Date (other than the Products), and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith, using any Acquired Intellectual Property, subject to any restrictions existing prior to the Closing Date, and (ii) a non-exclusive, world-wide, irrevocable license (including the right to grant sublicenses to GM Affiliates) under the Acquired Intellectual Property to make,

have made, use, have used, offer to sell, sell, import, export, reproduce, copy, prepare derivative works, and distribute products, subject to any restrictions existing prior to the Closing Date, solely for and limited to the purpose of sublicensing to the licensees of Seller according to the terms and conditions of the agreements listed in Schedule 6.11.2. Buyer and its Affiliates shall provide for continuation of Seller's license rights under this Section 6.11.2 in the terms and conditions of any sale or other assignment of the Acquired Intellectual Property to a third party.

**6.11.3 Right to Sublicense.** The licenses granted above in this Section 6.11: (i) include the right for the licensed party to sub-license to any of its Affiliates, to its and their successors, and to suppliers, customers to the extent of the license granted in this Section 6.11; (ii) do not include any right to use any Trademark Rights; and (iii) are subject to any restrictions existing prior to the Closing Date.

**6.12 Competition Clearance:**

**6.12.1** Subject to the terms hereof, Buyers and Delphi agree to cooperate and to use their reasonable best efforts to obtain, as promptly as practicable following the date hereof, any Governmental Approvals required for the Closing under the HSR Act, EC Merger Regulation and any other applicable Competition/Investment Law, to respond to any government requests for information thereunder, to contest and resist in good faith any action thereunder, and to have lifted or overturned any Governmental Order that restricts, prevents or prohibits the consummation of the transactions contemplated by this Agreement. In this respect, Buyers will make (or continue to prosecute, if made previously) all the competition filings set forth in Schedule 6.12.1 no more than five (5) Business Days after the date hereof, and Buyer Parent will: (i) promptly inform Delphi of all oral and written communications with any Governmental Authority in respect of any required Governmental Approval; (ii) give Delphi the opportunity to comment on all filings and any response prepared by Buyers prior to Buyers' submitting such response to the relevant Governmental Authority; and (iii) afford Delphi or any Seller designated by Delphi the opportunity to attend any meetings, telephone conferences or video conferences organized with the Governmental Authorities in relation to any required Governmental Approval. Notwithstanding the foregoing, the Parties agree that neither of them will make any voluntary filing under applicable foreign antitrust laws or regulations unless advised by legal counsel in such jurisdiction that the failure to make a filing could result in a Material Adverse Effect or otherwise be in violation of applicable Law. Each party hereto will promptly inform the other of any oral or other communication from any Governmental Authority regarding any of the transactions contemplated by this Agreement and the Ancillary Agreements. If the competition authority in any such country: (i) imposes conditions upon its approval of the transactions contemplated by this Agreement; or (ii) files a Proceeding before a Governmental Agency seeking to restrain or prohibit, or to obtain damages or other relief in connection with, the consummation of the transactions contemplated by this Agreement, the Parties will take commercially reasonable steps to negotiate with the competition authority regarding, and comply with, any conditions or modifications requested by such competition authority, consistent with the general intention of this Agreement (that ownership of the Business will be vested in the Buyers). Such compliance may require modifications in structure, economic and other relationships. Each

Party will bear its own costs and expenses incurred in negotiating and agreeing to the required conditions or modifications with the competition authorities.

**6.12.2** Buyers will not acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement or the Transfer Agreements or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated by this Agreement or the Transfer Agreements; (iii) significantly increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated by this Agreement or the Transfer Agreements.

**6.13 Further Actions:**

**6.13.1** Buyer will use commercially reasonable efforts to facilitate a Closing not more than sixty (60) days after the entry of the final Sale Approval Order by taking actions which include but are not limited to establishing legal entities, securing tax payer identification numbers, procuring DUNS numbers and securing employees sufficient in expertise and number to run the Business after Closing.

**6.13.2** Within three (3) Business Days after the entry of an unstayed Sale Approval Order by the Bankruptcy Court, the Parties will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable under Law to consummate the transactions contemplated hereby and by the Transfer Agreements. In furtherance of the foregoing, the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with the transactions contemplated by this Agreement.

**6.13.3** At all times prior to the Closing: (i) Delphi will notify Buyer Parent in writing of any fact, condition, event or occurrence that will result in the failure of any of the conditions contained in Article 7 to be satisfied, promptly upon any Seller becoming aware of the same; and (ii) Buyer Parent will notify Delphi in writing of any fact, condition, event or occurrence that will result in the failure of any of the conditions contained in Article 7 to be satisfied, promptly upon Buyer becoming aware of the same.

**6.14 Further Assurances.** If at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the parties hereto shall take or cause to be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the

other party for such purposes or otherwise to consummate and make effective the transactions contemplated hereby; provided that, to the extent not indemnified or required hereunder the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them. The foregoing covenant will survive the Closing of the transactions contemplated herein.

**6.15 Guarantee by Buyer Parent.** Buyer Parent unconditionally guarantees all obligations of each Buyer pursuant to the terms of this Agreement, including payment of the Purchase Price and any indemnification obligations. Buyer Parent will also reimburse Sellers for all fees and expenses (including reasonable fees of counsel) incurred in successfully enforcing the guarantee obligations set forth in this Section 6.15.

**6.16 Government Subsidies.**

**6.16.1 India Capital Subsidy.**

**A.** Buyer agrees and covenants to abide by all the conditions under Rule 28C of the Haryana General Sales Tax Rules, 1975, under which the Government of Haryana, India has granted to Delphi Automotive Systems Pvt. Ltd. ("Delphi India") a capital subsidy of INR 16.64 million (approx. \$0.41million) from January 2002 until September 2004 (the "India Capital Subsidy"), including the conditions that (i) the relevant local Buyer shall continue the production of converters at a manufacturing facility located in the State of Haryana from the Closing Date through 30 September 2009; (ii) the goods manufactured at such manufacturing facility shall not be stock transferred, stored or consigned to a place outside the State of Haryana until after 30 September 2009; (iii) the relevant local Buyer shall sell all goods directly from such manufacturing facility in the State of Haryana; (iv) the relevant local Buyer shall be VAT registered in State of Haryana; and (v) the relevant local Buyer shall pay central sales tax or state VAT in State of Haryana on sales made by it. Buyer acknowledges that it is aware in the event it does not comply with such conditions that the capital subsidy received by Delphi India would need to be fully refunded to the Government authorities.

**B.** If Buyer fails to comply with the conditions of the India Capital Subsidy set forth above, then Buyer shall be liable to repay the amount of India Capital Subsidy which Delphi India is obliged to repay the government along with all costs, interests, penalties and expenses which Delphi India may incur on refunding the India Capital Subsidy to the Government authorities.

**6.16.2 Other Government Subsidies.** Buyer agrees and covenants to abide by any and all of the conditions of any other subsidy of any Governmental Authority listed in Schedule 6.16.2.

**6.17 Customs Duties.** Buyers expressly agree to reimburse Sellers for all customs-related duties, fees, and associated costs incurred by Sellers on behalf of Buyers following the Closing which are exclusive to the Business, including all such duties, fees, and costs incurred in connection with co-loaded containers that clear customs intentionally or unintentionally under Sellers' importer/exporter identification numbers and bonds/guarantees post-Closing.

**6.18 Buyers' Financing Activities.** Buyers acknowledge and agree that: (i) Sellers and their Affiliates have no responsibility for any financing that Buyers may raise in connection with the transactions contemplated hereby including with respect to any offering materials and other documents prepared by or on behalf of or utilized by Buyers or their Affiliates, or Buyers' financing sources, in connection with Buyers' financing activities in connection with the transactions contemplated hereby which include any information provided by Sellers or any of their Affiliates; and (ii) Buyers' obligations to consummate and to cause to be consummated the transactions contemplated by this Agreement and the Transfer Agreements are not subject to any condition or contingency with respect to the financing, except that, upon reasonable requests from Buyers, Sellers will provide reasonable assistance to Buyers in the compilation of any information concerning the Business and the Acquired Assets that is required to be disclosed in any financing documents.

**6.19 Personal Property.** Prior to Closing, each Asset Seller shall use commercially reasonable efforts to monitor and control the Personal Property held by such Asset Seller.

**6.20 Transition Services.** Buyer acknowledges that Seller is not prepared to provide any transition services for any of the Manufacturing Facilities. Anything contained herein to the contrary notwithstanding, except for the Manufacturing Facility in Shanghai, China, Seller may consider providing certain transition services post-Closing at Buyer's request and on a case-by-case basis for a period of up to six (6) months; provided, that Buyer will reimburse Sellers for any fees, costs and expenses incurred in connection therewith, including without limitation any one-time set up costs and monthly service costs.

**6.21 Reimbursement for Pre-Closing Matters.**

**6.21.1** Seller will provide Buyer with Schedule 6.21 setting forth the open customer reimbursement obligations as of Closing for any machinery, equipment and tooling that was delivered prior to Closing. Buyer shall be obligated to pursue collection of any customer reimbursements set forth on Schedule 6.21, if and when due, and will pay and transmit to Seller within ten (10) days of receipt any and all funds collected. Until all customer reimbursements set forth on Schedule 6.21 are collected, Buyer shall inform Seller periodically and shall assign and transfer, upon Seller's request, any collectable rights and interests to Seller. For the avoidance of doubt, customer reimbursements subject to this Section 6.21.1 shall not include any Accounts Receivables that have been recorded and are reflected in the Closing Working Capital Statement.

**6.21.2** Seller shall reimburse Buyer for the following:

- A. accrued annual leave for Transferred Australia Employees;
- B. accrued long service leave for Transferred Australia Employees;  
and
- C. any unfunded supplementary pension plan book reserve or other pension obligation for Global Sale Employees in Luxembourg;

in each case to the extent earned by the respective Global Sale Employees during their employment with any Seller prior to Closing.

**6.22 China Share Sale.** Delphi agrees to consider structuring the China Sale Agreement referred to in Section 8.2.2(C) hereof as a sale of the securities in SDECSC held by Delphi or its Affiliates.

**6.23 Milwaukee Asset Sale.** Buyer Parent acknowledges and agrees, on its behalf and on behalf of Katcon, that Katcon remains obligated to make, and Buyer Parent will cause Katcon to make, payments in the amounts of \$743,500 and \$2,221,763 due to Delphi Automotive Systems LLC for the assets acquired pursuant to that certain Asset Sale Agreement (RFTD) between Katcon, Delphi Automotive Systems LLC and Delphi Technologies, Inc.

## **7. CONDITIONS TO CLOSING:**

**7.1 Conditions to Obligations of Seller and Buyer.** The respective obligations of each Party to effect the transactions contemplated by this Agreement will be subject to the satisfaction or waiver by both Parties at or prior to the Closing Date of the following conditions precedent:

**7.1.1 Sale Approval Order and Bidding Procedures Order.** The Sale Approval Order and Bidding Procedures Order will be entered by the Bankruptcy Court and will not be subject to a stay or injunction or, if the Sale Approval Order is not received prior to the Filing Affiliates' emergence from the Bankruptcy Cases, then written affirmation of this Agreement by the reorganized or reconstituted Filing Affiliates shall satisfy this condition.

**7.1.2 No Law, Judgments, etc.** No provisions of any applicable Law, Governmental Order or any third party legal proceeding that restrains, prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement will be in effect, or significantly modifies the terms thereof (each Party taking any and all steps required by Sections 6.12 and 6.13 of this Agreement).

**7.1.3 Governmental Approvals.** All required Governmental Approvals (including approvals under any Competition/Investment Law, as identified on Schedule 6.12.1) regarding the Sale will have been granted in writing by the appropriate Governmental Authorities or, as applicable by Law, the waiting period with respect to any such filings will have expired or been terminated. The lack of response or clearance from the competent antitrust Governmental Authority after the waiting period provided by the applicable Law shall not be deemed a failure to meet a condition to Closing under this Agreement and the Parties shall proceed with Closing unless a preliminary ruling prohibiting the transaction contemplated hereby is issued by such competent antitrust Governmental Authority.

**7.1.4 No Material Adverse Effect.** Since the date of this Agreement, no Material Adverse Effect shall have occurred and is continuing at Closing.

**7.2 Conditions to Obligations of Buyer.** The obligation of Buyers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

**7.2.1 Accuracy of Warranties.** Except as otherwise permitted by this Agreement or a Transfer Agreement, and after giving effect to the Sale Approval

Order, the representations and warranties of Sellers contained in Article 4 of this Agreement (without taking into account any materiality or Material Adverse Effect qualification therein) will be true and correct as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time) except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

**7.2.2 Performance of Covenants.** Each Seller will have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it at or prior to the Closing.

**7.2.3 Delivery of Ancillary Agreements.** Sellers will have delivered duly executed copies of each of the Ancillary Agreements.

**7.3 Conditions to Obligations of Sellers.** Except as otherwise permitted by this Agreement or a Transfer Agreement, the obligation of Sellers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Sellers):

**7.3.1 Accuracy of Warranties.** The representations and warranties of Buyer contained in Article 5 of this Agreement (without taking into account any materiality or Material Adverse Effect qualification therein), will be true and correct as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time), except where the failure of such representation and warranty to be true and correct would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

**7.3.2 Performance of Covenants.** Each Buyer and each of its Affiliates will have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it at or prior to the Closing.

**7.3.3 Delivery of Ancillary Agreements.** Buyers will have delivered duly executed copies of each of the Ancillary Agreements.

**7.3.4 Local Legal Entity.** Buyers have, or will have set up, a legal entity in every jurisdiction required by Law, including in China and Mexico, in order for such entity to buy the Acquired Assets or Sale Securities, as the case may be, located in such jurisdiction.

## **8. CLOSING:**

**8.1 Closing Time and Date.** Subject to the terms and conditions of this Agreement, the closing (the "**Closing**") of the transactions contemplated by this Agreement will take place at the offices of Delphi at 10:00 a.m. on the second Business Day after the conditions set forth in Article 7 will have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree (the "**Closing Date**"). For tax and accounting purposes, the effective time of the transaction will be 11:59 p.m. Eastern time on the Closing Date. The Closing of the Transfer

Agreements will take place simultaneously with the Closing or on a later date if mutually agreed by the relevant Seller and relevant Buyer.

**8.2 Ancillary Agreements.** At or prior to the Closing, the Sellers will duly execute and deliver to the Buyers, and the Buyers will duly execute and deliver to Sellers, each of the following agreements (each, an "**Ancillary Agreement**" and collectively, "**Ancillary Agreements**") to which they are to be a party:

**8.2.1** A Patent Assignment substantially in the form of Exhibit 8.2.1.A and a Trademark Assignment substantially in the form of Exhibit 8.2.1.B, as well as any other instruments necessary to transfer the Acquired Intellectual Property.

**8.2.2** The following Transfer Agreements (each a "**Transfer Agreement**" and collectively, "**Transfer Agreements**"):

**A.** South Africa Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.A.

**B.** Poland Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.B.

**C.** China Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.C.

**D.** Australia Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.D.

**E.** Mexico Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.E.

**F.** India Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.F.

**G.** Luxembourg Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.G.

**8.2.3** Bills of Sale, substantially in the form set forth in Exhibit 8.2.3.

**8.2.4** Assignment and Assumption Agreements, substantially in the form set forth in Exhibit 8.2.4.

**8.2.5** Poland Sublease, if applicable, substantially in the form set forth in Exhibit 8.2.5.

**8.2.6** Deposit Escrow Agreement, substantially in the form set forth in Exhibit 8.2.6.

**8.3 Seller's Deliveries at Closing.** At or prior to the Closing, the appropriate Sellers will deliver or cause to be delivered to the relevant Buyer:

**8.3.1** Where required by applicable Law in the jurisdiction concerned,

copies of the resolutions (or local equivalent) of the boards of directors of each Seller and, where required, the stockholders/owners of each Seller, authorizing and approving this Agreement, Ancillary Agreements and the transactions contemplated hereby and thereby;

**8.3.2** Certified copies of all orders of the Bankruptcy Court pertaining to the transactions contemplated by this Agreement and the Ancillary Agreements, including the Bidding Procedures Order and the Sale Approval Order;

**8.3.3** An officer's certificate, dated as of the Closing Date, executed on behalf of Sellers, certifying that the conditions specified in Section 7.2 applicable to Sellers have been fulfilled; and

**8.3.4** All other documents and papers reasonably requested by Buyer to transfer title to the Acquired Assets and Sale Securities in accordance with this Agreement or to otherwise effect the transactions contemplated by this Agreement or the Ancillary Agreements.

**8.4 Buyer's Deliveries at Closing.** At or prior to the Closing, Buyer will deliver or cause to be delivered to Delphi and each Seller designated by Delphi the following:

**8.4.1** The balance of the Preliminary Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Delphi and acceptable to Buyers not less than two (2) Business Days prior to the Closing;

**8.4.2** Where required by applicable Law in the jurisdiction concerned, copies of the resolutions (or local equivalent) of the boards of directors of each Buyer and, where required, the stockholders/owners of each Buyer, authorizing and approving this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby; and

**8.4.3** An officer's certificate, dated as of the Closing Date, executed on behalf of Buyers, certifying that the conditions specified in Section 7.3 have been fulfilled.

## **9. TERMINATION:**

**9.1 Termination.** This Agreement may be terminated at any time prior to the Closing:

**9.1.1** By the mutual written consent of Delphi and Buyer Parent.

**9.1.2** By either Delphi or Buyer Parent:

**A.** Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Closing will not have occurred within one hundred twenty (120) days after entry of the Sale Approval Order for any reason other than (i) a failure of the conditions set forth in Section 7.1.2 or (ii) if, in Seller's reasonable discretion, additional time is needed for transition planning required to facilitate the consummation of this Agreement.

**B.** If Seller consummates an Alternative Transaction.

**C.** Provided the terminating Party is not in material breach of its obligations under this Agreement, if any Governmental Authority of competent jurisdiction (other than the Bankruptcy Court) will have issued a Governmental Order or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such Governmental Order or other action has become final and nonappealable, or in the reasonable opinion of the terminating Party is likely to become final and nonappealable.

**D.** Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Bankruptcy Court has not entered the Sale Approval Order, on or before the date that is one hundred twenty (120) days after the date of this Agreement, or if such Sale Approval Order is subject to a stay or injunction on such date.

**E.** Provided the terminating Party is not in material breach of its obligations under this Agreement, at any time prior to Closing, if a Material Adverse Effect has occurred, either Party may terminate within ten (10) Business Days after becoming aware of such event so long as such event is continuing at the time of any such termination and not reasonably capable of being cured within ninety (90) days after entry of the Sale Approval Order or the date of this Agreement, whichever is later.

**9.1.3** By Buyer Parent, upon written notice to Delphi and provided that Buyer Parent is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement, if Delphi has breached or failed to perform in any respect any of its representations, warranties, covenants or other agreements contained in this Agreement, the result of which has been or will be a Material Adverse Effect, or if a Material Adverse Effect has otherwise occurred provided that: (i) if a Material Adverse Effect has occurred, such termination occurs while such effect is continuing; and (ii) in the case of a Delphi breach where no Material Adverse Effect has actually occurred, then Buyer Parent will only be entitled to terminate if such material breach or failure to perform: (y) is not cured within thirty (30) days after written notice thereof or, in the case where the date or period of time specified for performance has lapsed, promptly following written notice thereof from the non-breaching party; or (z) is incapable of being cured by Delphi or any Seller;

**9.1.4** By Delphi, upon written notice to Buyer Parent and provided that Delphi is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement, if the Buyer Parent or any Buyer has breached or failed to perform in any material respect any of its obligations or covenants contained in this Agreement, and such breach or failure to perform: (i) is not cured within thirty (30) days after written notice thereof or, in the case where the date or period of time specified for performance has lapsed, promptly following written notice thereof from the non-breaching party; or (ii) is incapable of being cured by Buyer Parent or any Buyer.

**9.2 Break-Up Fee, Expense Reimbursement:**

**9.2.1** In the event this Agreement is terminated prior to Closing (i) pursuant to Section 9.1.2.B, in the event that Delphi sells, transfers, leases or otherwise disposes, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, of all or substantially all of the Business or the Acquired Assets in a transaction or a series of transactions with one or more parties other than Buyer Parent or its Affiliates (such event being an "**Alternative Transaction**") in accordance with the Bidding Procedures, or (ii) pursuant to Sections 9.1.2.A, 9.1.2.D, or 9.1.3 and an Alternative Transaction is consummated within six (6) months after termination of this Agreement, Delphi will, upon the consummation of the Alternative Transaction(s), pay to Buyer Parent an amount equal to three percent (3%) of the Preliminary Purchase Price (the "**Break-Up Fee**"), provided that: (x) Buyer is not in breach of this Agreement or the Bidding Procedures; (y) this Agreement is not terminable under Section 9.1.2.C, and (z) in the case of Sections 9.1.2.A and 9.1.2.D, the failure or occurrence of the event giving rise to any such termination results solely from the status of Delphi or Sellers or any action or conduct of Delphi or Sellers and not from the status of Buyer Parent or its Affiliates or any action or conduct or market position of Buyer Parent or any of its Affiliates.

**9.2.2** In the event this Agreement is terminated pursuant to Section 9.1.2.A prior to Closing and, provided that Buyer Parent is not then in breach of this Agreement, in the case of Section 9.1.2.D, the failure or occurrence of the event giving rise to any such termination results solely from the status of Delphi or Sellers or any action or conduct of Delphi or Sellers and not from the status of Buyer Parent or any action or conduct of Buyers, then Delphi shall be obligated to pay Buyer Parent an amount equal to Buyers' reasonable, actual out-of-pocket fees and expenses (including, without limitation, reasonable attorneys' fees, expenses of its financial advisors, and expenses of other consultants) incurred in connection with the transactions contemplated by this Agreement (the "**Expense Reimbursement**") up to a maximum of US \$600,000. Any Expense Reimbursement payable upon termination of this Agreement shall be immediately earned upon such termination and payable by Delphi to Buyer Parent promptly upon the delivery of an invoice related to such Expense Reimbursement to Delphi by Buyer Parent to be delivered to Delphi within ten (10) Business Days of termination of this Agreement; provided, however, that if Delphi believes, in good faith, that the amount of the Expense Reimbursement sought by Buyer Parent is not reasonable, then Delphi shall have the right to seek Bankruptcy Court review thereof prior to paying such amount. Delphi shall seek court review following receipt of such Expense Reimbursement invoice from Buyer and shall pay to Buyer all portions of the Expense Reimbursement not in dispute, and shall pay the balance within ten (10) business days following entry of an appropriate order from the Bankruptcy Court.

**9.2.3** Buyer Parent acknowledges and agrees that, in the event that it terminates this Agreement prior to Closing or Delphi terminates this Agreement prior to Closing and Buyer Parent becomes entitled to receive or receives any Expense Reimbursement, Buyer Parent shall not be entitled to receive nor shall it receive the Break-Up Fee or any portion thereof, and, conversely, that in the event that Buyer Parent becomes entitled to receive or receives any Break-Up Fee, it

shall not be entitled to receive nor shall it receive the Expense Reimbursement or any portion thereof. If Buyer Parent becomes entitled to receive any Break-Up Fee or Expense Reimbursement, then such Break-Up Fee or Expense Reimbursement shall be the sole and exclusive remedy of Buyers, whether at law or in equity, for any breach by Delphi or any of its Affiliates of the terms and conditions of this Agreement or the Deposit Escrow Agreement. The parties agree that the amounts payable pursuant to this Section shall be in the nature of liquidated damages.

**9.3 Procedure and Effect of Termination.** In the event of the termination of this Agreement and the abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof will forthwith be given to all other Parties. If this Agreement is terminated and the transactions contemplated by this Agreement are abandoned as provided herein:

**9.3.1** Buyers will redeliver to Sellers all documents, work papers and other material of any of Sellers relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof;

**9.3.2** The provisions of the Confidentiality Agreement and any supplemental agreements relating to sensitive data will continue in full force and effect as stated therein;

**9.3.3** The following sections of this Agreement will survive any termination of this Agreement and remain in full force and effect: (i) Article 9 (Termination); and (ii) Sections 3.1 (Deposit Amount), 12.1 (Fees and Expenses), 12.5 (Assignment), 12.6 (Waiver), 12.7 (Notices), 12.8 (Entire Agreement), 12.10 (Publicity), 12.14 (Governing Law) and 12.15 (Dispute Resolution); and

**9.3.4** No party to this Agreement will have any Liability under this Agreement to any other except: (i) that nothing herein will relieve any party from any Liability for any breach of any of the representations, warranties, covenants and agreements set forth in this Agreement occurring before such termination, and, except as provided by Section 9.2.3 above, no Party waives any Claim with respect thereto; and (ii) as contemplated by Section 9.3.3 above.

## **10. BIDDING PROCEDURES:**

**10.1 Delphi Initial Bankruptcy Actions.** This Article 10 sets forth the bidding procedures (the "Bidding Procedures") to be employed with respect to the Agreement and the Sale of the Acquired Assets. The Sale is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court in the Sale Approval Order. The following overbid provisions and related bid protections are designed to compensate Buyers for their efforts and agreements to date and to facilitate a full and fair process (the "Bidding Process") designed to maximize the value of the Acquired Assets for the benefit of Sellers' and their Affiliates' creditors, shareholders and bankruptcy estate.

**10.2 Qualified Bidder.** Unless otherwise ordered by the Bankruptcy Court, for cause shown, or as otherwise determined by Sellers in their sole discretion, in order to participate in the Bidding Process, each Person (a "Potential Bidder"), other than Buyer, must deliver (unless previously delivered) to Delphi, its counsel, its in-house counsel, and its financial advisors at the addresses provided in Section 10.3:

**10.2.1** An executed Confidentiality Agreement in form and substance satisfactory to Delphi.

**10.2.2** Current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets and the Business, current audited financial statements of the equity holders of the Potential Bidder who will guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement acceptable to Delphi and its financial advisors; and

**10.2.3** A preliminary (non-binding) written proposal regarding: (i) the purchase price range; (ii) any assets and/or equity interests expected to be excluded; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price and all requisite financial assurance); (iv) any anticipated regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (v) any conditions to closing that it may wish to impose in addition to those set forth in this Agreement; and (vi) the nature and extent of additional due diligence it may wish to conduct and the date by which such due diligence will be completed.

A Potential Bidder that delivers the documents described in the previous subparagraphs above and whose financial information and credit-quality support or enhancement demonstrate the financial capability of the Potential Bidder to consummate the Sale and perform post-Closing, if selected as a successful bidder, and that Delphi determines in its sole discretion is likely (based on availability of financing, experience and other considerations) to be able to consummate the Sale within the time frame provided by this Agreement will be deemed a **"Qualified Bidder."** As promptly as practicable, after a Potential Bidder delivers all of the materials required above, Delphi will determine, and will notify the Potential Bidder, if such Potential Bidder is a Qualified Bidder. At the same time that Delphi notifies the Potential Bidder that it is a Qualified Bidder, Delphi will allow the Qualified Bidder to begin to conduct due diligence with respect to the Acquired Assets and the Business as provided in Section 10.4 below. Buyer Parent will be deemed a Qualified Bidder for purposes of the Bidding Process.

**10.3 Bid Deadline.** A Qualified Bidder that desires to make a bid will deliver written copies of its bid to: Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 Attention: Steve Olsen, M&A, with copies to: (i) Delphi's counsel, Skadden, Arps, Slate, Meagher & Flom LLP, at 333 West Wacker Drive, Chicago, Illinois 60601-1285, Attention: John K. Lyons and Ron E. Meisler; (ii) Delphi's in-house counsel, Delphi European Headquarters – Legal Department, ZAC Paris Nord II, 64, avenue de la Plaine de France, BP 65059 – Tremblay en France, 95972 Roissy CDG Cedex, France, Attn: General Counsel Europe; (iii) Delphi's financial advisor, Lincoln International Advisors LLC, 500 West Madison Street, Suite 3900, Chicago, Illinois 60661, Attn: Robert Satow; (iv) counsel to the official committee of unsecured creditors appointed in the Bankruptcy Cases (the "**Committee**"), Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attention: Mark A. Broude; and (v) counsel for the agent under Delphi's postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Attention: Donald S. Bernstein and Brian Resnick; so as to be received not later than 11:00 A.M. (EST), on a date to be determined by Delphi that is at least five (5) Business Days before date of Sale Hearing (the "**Bid Deadline**"). Delphi may extend the Bid Deadline once or successively, but is not obligated

to do so. If Delphi extends the Bid Deadline, it will promptly notify all Qualified Bidders of such extension. As soon as reasonably practicable following receipt and qualification of each Qualified Bid, Sellers will deliver complete copies of all items and information enumerated in the section below entitled "Bid Requirements" to counsel for the Official Committee of Equity Security Holders (the "**Equityholders' Committee**").

**10.4 Due Diligence.** Delphi will afford each Qualified Bidder due diligence access to the Acquired Assets and the Business. Due diligence access may include Management Presentations as may be scheduled by Delphi, access to data rooms, on site inspections and such other matters which a Qualified Bidder may request and as to which Delphi, in its sole discretion, may agree. Delphi will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. Any additional due diligence will not continue after the Bid Deadline. Delphi may, in its discretion, coordinate diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at Management Presentations or site inspections. Neither Delphi nor any of its Affiliates (nor any of their respective representatives) will be obligated to furnish any information relating to Acquired Assets and the Business to any Person other than to Qualified Bidders who make an acceptable preliminary proposal.

**10.5 Bid Requirements.** All bids must include the following documents (the "**Required Bid Documents**"):

**10.5.1** A letter stating that the bidder's offer is irrevocable until two (2) Business Days after the Closing of the Sale of the Acquired Assets.

**10.5.2** An executed copy of this Agreement, together with all Schedules and Exhibits to this Agreement (a "**Marked Agreement**"), marked to show those amendments and modifications to such agreement that the Qualified Bidder proposes, including the Preliminary Purchase Price (as defined in this Agreement).

**10.5.3** A good faith deposit (the "**Good Faith Deposit**") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to Delphi in its sole discretion) payable to the order of Delphi (or such other party as Delphi may determine) in an amount equal to ten percent (10%) of the Preliminary Purchase Price.

**10.5.4** Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Delphi and its advisors.

**10.6 Qualified Bids.** A bid will be considered only if the bid:

**10.6.1** Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

**10.6.2** Proposes a transaction on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that Delphi determines, in its sole discretion, are similar to, and are not materially more burdensome or conditional than the terms of the Agreement and that has a value, either individually or, when evaluated in conjunction with any other Qualified Bid,

greater than or equal to the sum of the Preliminary Purchase Price plus the amount of the Break-Up Fee, plus: (i) in the case of the initial Qualified Bid, \$650,000; and (ii) \$250,000 in the case of any subsequent Qualified Bids, over the immediately preceding highest Qualified Bid.

**10.6.3** Is not conditioned upon (i) any bid protections, such as a break-up fee, termination fee, expense reimbursement or similar type of payment; and (ii) or such bid being deemed the Successful Bid by the Sellers.

**10.6.4** Includes an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the Marked Agreement.

**10.6.5** Includes a commitment to consummate the purchase of the Acquired Assets (including the receipt of any required Governmental Approvals) within not more than fifteen (15) days after entry of an order by the Bankruptcy Court approving such purchase, subject to the receipt of any Governmental Approvals which must be obtained within sixty (60) days after entry of such order.

**10.6.6** Is received by the Bid Deadline.

A bid received from a Qualified Bidder will constitute a "**Qualified Bid**" only if it includes all of the Required Bid Documents and meets all of the above requirements; provided, however, that Delphi will have the right, in its sole discretion, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids. Notwithstanding the foregoing, Buyer Parent will be deemed a Qualified Bidder, and the Agreement will be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale. A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction. Each Qualified Bid other than that of Buyer Parent is referred to as a "**Subsequent Bid**." If Delphi does not receive any Qualified Bids other than the Agreement received from Buyer Parent, Delphi will report the same to the Bankruptcy Court and will proceed with the Sale pursuant to the terms of this Agreement.

**10.7 Bid Protection.** Recognizing Buyer Parent's expenditure of time, energy and resources, Delphi has agreed to provide certain bidding protections to Buyer Parent. Specifically, Delphi has determined that the Agreement will further the goals of the Bidding Procedures by setting a floor that all other Potential Bids must exceed. As a result, Delphi has agreed that if Delphi does not close with Buyer Parent because Delphi consummates an Alternative Transaction and Buyer Parent and/or Buyer Parent's Affiliates are not in breach of the Agreement or the Bidding Procedures, Delphi will pay to Buyer Parent the Break-Up Fee to the extent required under Section 9.2.1 hereof. The payment of the Break-Up Fee will be governed by the provisions of the Agreement and the order of the Bankruptcy Court approving the Bidding Procedures.

**10.8 Auction, Bidding Increments and Bids Remaining Open.** If Delphi receives at least one (1) Qualified Bid in addition to the Agreement, Delphi will conduct an auction (the "Auction") of the Acquired Assets and the Business upon notice to all Qualified Bidders who have submitted Qualified Bids at 10:00 a.m. EST on or before the second (2nd) Business Day prior to the Sale Hearing, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60601-1285 or Four Times Square, New York, New York 10036 (at Delphi's election) or such later time or other place as Delphi will notify all Qualified Bidders who have submitted Qualified Bids (but in no event later than the second (2nd) Business Day prior to the Sale Hearing), in accordance with the following procedures:

**10.8.1** Only Delphi, Buyer Parent, any representative of the Committee and the Equityholders' Committee, any representative of Delphi's secured lenders (and the legal and financial advisers to each of the foregoing), and any Qualified Bidder who has timely submitted a Qualified Bid will be entitled to attend the Auction, and only Buyer Parent and the other Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

**10.8.2** At least two (2) Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform Delphi whether it intends to participate in the Auction and at least one (1) Business Day prior to the Auction, Delphi will provide copies of the Qualified Bid or combination of Qualified Bids which Delphi believes is the highest or otherwise best offer going into the Auction to all Qualified Bidders who have informed Delphi of their intent to participate in the Auction. Notwithstanding such determination, Delphi reserves the right, in its sole discretion, to determine which bid, or subsequent bid, is the Successful Bid (as defined below), following the conclusion of the Auction based upon a number of factors and other considerations.

**10.8.3** All Qualified Bidders will be entitled to be present for all Subsequent Bids with the understanding that the true identity of each bidder will be fully disclosed to all other bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction.

**10.8.4** Sellers may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

**10.8.5** Bidding at the Auction will begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in minimum increments of at least \$250,000 higher than the previous bid or bids. The Auction will continue in one or more rounds of bidding and will conclude after each participating bidder has had the opportunity to submit an additional Subsequent Bid with full knowledge and written confirmation of the then-existing highest bid or bids. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by Buyer Parent), Delphi may give effect to any Break-Up Fee that may be payable to Buyer Parent under the Agreement as well as any assets and/or equity interests to be retained by any Seller.

**10.8.6** At the conclusion of the Auction, or as soon thereafter as practicable, Sellers, in consultation with its financial advisors, will: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale; and (ii) identify the highest or otherwise best offer(s) for the Acquired Assets and the Business received at the Auction (the "Successful Bid(s)" the bidder(s) making such bid, the "Successful Bidder(s)").

**10.9 Acceptance of Qualified Bids.** Sellers will sell the Acquired Assets for the highest or otherwise best Qualified Bid, as determined by Delphi, upon the approval of such Qualified Bid by the Bankruptcy Court after the hearing (the "Sale Hearing"). If, after an Auction in which Buyer Parent: (i) will have bid an amount in excess of the consideration presently provided for in the Agreement with respect to the transactions contemplated under the Agreement; and (ii) is the Successful Bidder, it will, at the Closing under the Agreement, pay, in full satisfaction of the Successful Bid, an amount equal to: (a) the amount of the Successful Bid; less (b) the Break-Up Fee. Delphi's presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute Delphi's acceptance of the bid. Delphi will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

**10.10 Sale Hearing.** The Sale Hearing will be held before the Honorable Judge Robert Drain on December 17, 2008 at 10:00 a.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York, located in New York, New York, but may be adjourned or rescheduled in Delphi's sole discretion, subject to Bankruptcy Court Approval, as necessary, without further notice by an announcement of the adjourned date at the Sale Hearing. If Delphi does not receive any Qualified Bids (other than the Qualified Bid of Buyer Parent), Delphi will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Acquired Assets to Buyer Parent following entry of the Sale Order. If Delphi does receive additional Qualified Bids, then, at the Sale Hearing, Delphi will seek approval of the Successful Bid(s), as well as the second highest or best Qualified Bid(s) (the "Alternate Bid(s)" and such bidder(s), the "Alternate Bidder(s)"). Following approval of the sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the sale because of: (i) failure of a condition precedent beyond the control of either Delphi or the Successful Bidder; or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Alternate Bid(s) will be deemed to be the Successful Bid(s) and Delphi will effectuate a sale to the Alternate Bidder(s) without further order of the Bankruptcy Court.

**10.11 Return of Good Faith Deposit.** The Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) will be held in an interest-bearing escrow account and all Qualified Bids will remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until two (2) Business Days following the Closing of the Sale (the "Return Date"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), together with interest thereon, will be applied against the payment of the Purchase Price upon Closing of the Sale to the Successful Bidder(s). If a Successful Bidder breaches its obligations under the Bidding Procedures Order or any agreement entered into with respect to its Successful Bid or fails to consummate a sale because of a breach or failure to perform on the part of such Successful Bidder, Delphi will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder, and such Good Faith Deposit will irrevocably become property of Delphi. On the Return Date, Delphi will return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

**10.12 Reservation of Rights.** Delphi, after consultation with the agents for its secured lenders and the Committee: (i) may determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (ii) may reject at any time, any bid (other than Buyer Parent's initial bid) that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of the Sale; or (c) contrary to the best interests of Sellers, its estate and creditors as determined by Delphi in its sole discretion.

**11. LIABILITY, INDEMNIFICATION:**

**11.1 LIMITATIONS OF LIABILITY.** SELLERS AND BUYERS SHALL NOT UNDERTAKE OR BE RESPONSIBLE FOR ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES; DELPHI WILL NOT BE LIABLE FOR ANY, AND BUYERS ASSUME LIABILITY FOR ALL, PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH BUYERS INVESTIGATION AND EXAMINATION OF THE ACQUIRED ASSETS, THE HANDLING, TRANSPORTATION, POSSESSION, PROCESSING, FURTHER MANUFACTURE OR OTHER USE OR RESALE OF ANY OF THE ACQUIRED ASSETS AFTER THE CLOSING DATE, WHETHER SUCH ACQUIRED ASSETS ARE USED OR RESOLD ALONE OR IN COMBINATION WITH OTHER ASSETS OR MATERIALS; AND BUYERS ACKNOWLEDGE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD IN THEIR PRESENT STATE AND CONDITION, "AS IS, WHERE IS," WITH ALL FAULTS, AND BUYERS' ARE PURCHASING AND ACQUIRING SUCH ACQUIRED ASSETS ON THAT BASIS PURSUANT TO BUYERS' OWN INVESTIGATION AND EXAMINATION AFTER HAVING BEEN PROVIDED WITH AN ADEQUATE OPPORTUNITY AND ACCESS TO SUCH ACQUIRED ASSETS TO COMPLETE SUCH INVESTIGATION OR EXAMINATION.

**11.2 Survival.** Except for Section 4.9 (Tax Matters) which will expire at Closing, the representations and warranties of Sellers will survive until the first (1<sup>st</sup>) anniversary of the Closing Date; provided, however that the representations and warranties set forth in Section 4.11 (Intellectual Property) will survive until the third (3<sup>rd</sup>) anniversary of the Closing Date. Notwithstanding anything to the contrary, the representations and warranties of Delphi and the Filing Affiliates shall not survive Closing. The representations and warranties of Buyers will survive Closing until the first (1<sup>st</sup>) anniversary of the Closing Date. The covenants and agreements of the Parties in this Agreement will survive the Closing in accordance with their terms.

**11.3 Indemnification.** Except as may be expressly set forth in this Agreement (including Section 11.4 Environmental Matters) or in an Ancillary Agreement, no Seller or Buyer will be required to indemnify any other party to any of such agreements.

**11.3.1 Buyer's Indemnification of Delphi.** From and after the Closing, Buyers will, severally and not jointly indemnify, defend and hold harmless Sellers and their Affiliates and their respective directors, officers, employees, advisors, representatives and agents from and against all Indemnifiable Losses relating to, resulting from or arising out of: (i) a breach of any representation or warranty made by any Buyer contained in this Agreement (ii) the Assumed Liabilities or the Acquired Assets; (iii) a breach of any agreement or covenant of any Buyer contained in this Agreement or any Ancillary Agreements; or (iv) the conduct of the Business or the ownership of the Acquired Assets after Closing.

**11.3.2 Sellers' Indemnification of Buyers.** Subject to the limitations set forth in this Article 11, from and after the Closing, (i) each Non-Filing Seller of Acquired Assets will (solely with respect to the Retained Liabilities and representations, warranties, and covenants related to such Acquired Assets), severally and not jointly, indemnify, defend and hold harmless Buyers and their Affiliates and their respective directors, officers, employees, partners, advisors, representatives and agents from and against all Indemnifiable Losses relating to, resulting from or arising out of: (a) a breach of any representation or warranty made by such Seller contained in this Agreement (other than with respect to Inventory for which a Price Adjustment is made) (b) the Retained Liabilities that are retained by such Seller (to the extent arising out of the operation of the Business at and from each applicable Manufacturing Facility), (c) a breach of any agreement or covenant of such Seller contained in this Agreement or any Ancillary Agreements; or (d) the failure by such Seller to pay any amount owing with respect to any purchase money security interests, that are Permitted Encumbrances, with respect to the Acquired Assets; and (ii) to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge Liability with respect to any claims relating to Products shipped by a Filing Affiliate prior to Closing, the Sellers that are Filing Affiliates (jointly and severally with Delphi) agree to indemnify the relevant Buyer for Indemnifiable Losses.

**11.3.3 Limitations.** The following limitations shall apply to both Buyers' and Sellers' indemnification obligations under Sections 11.3.1 and 11.3.2 above.

**A.** Either Party's obligation to indemnify for Indemnifiable Losses shall apply only to those Claims which are notified to the indemnifying Party on or before the date that is twelve (12) months after the Closing Date with the exception of (i) any claims for indemnification made for a breach of Section 4.11 (Intellectual Property), which must be notified to a Seller on or before the third (3<sup>rd</sup>) anniversary of the Closing Date and (ii) any claim for environmental indemnification which is addressed in Section 11.4.2.

**B.** No Party shall be liable for Indemnifiable Losses pursuant to this Section 11.3.2 or otherwise until: (i) an individual claim or occurrence is greater than Twenty-Five Thousand Dollars (\$25,000.00) ("Individual Claim Amount"); and (ii) the amount of all Indemnifiable Losses (which exceeds the Individual Claim Amount) in the aggregate exceeds Two Hundred Thousand Dollars (\$200,000.00) ("Deductible Amount"), after which point the indemnifying Party will be obligated to indemnify the indemnified Party from and against Indemnifiable Losses exceeding the Individual Claim Amounts that are in excess of the Deductible Amount; provided, however, that no Party shall in any event be obligated to indemnify the other Party for more than the Cap Amount. The term "**Cap Amount**" means (x) for Sellers the lesser of (a) twenty five percent (25%) of the Preliminary Purchase Price for Indemnifiable Losses paid or payable by all Sellers, in the aggregate, and (b) one hundred percent (100%) of the Purchase Price for the Acquired Assets sold by an individual Seller calculated in accordance with the Purchase Price allocation amongst the Sellers for Indemnifiable Losses paid or payable by such Seller; and (y) for Buyers twenty five percent (25%) of the Preliminary Purchase Price for Indemnifiable Losses paid or payable by all Buyers, in the aggregate; provided, however, that no Cap

Amount shall apply to claims relating to any fraud or intentional breach by a Party or its Affiliates.

**C.** The indemnification provided in this Section 11.3.2 is the exclusive remedy for a breach by any Party of any representations or warranties contained in this Agreement, a breach by any Party of any agreement or covenant contained in this Agreement or any Ancillary Agreements, that, by its terms, is intended to be performed by a Party after the Closing Date, arising from any Retained Liabilities, or the failure by such Party to pay any amount owing with respect to any purchase money security interests that are Permitted Encumbrances, with respect to the Acquired Assets, and that there shall be no remedy for any breach by any Party of any breach of a covenant or agreement that, by its terms, is intended to be performed by such Party on or prior to the Closing Date.

**D.** In calculating amounts payable hereunder, the amount of any Indemnifiable Losses shall be determined without duplication of any other Losses for which a Claim has been made by a Party or could be made under any other representation, warranty, covenant or agreement included herein, i.e., an indemnified Party may not recover more than once for a particular Indemnifiable Loss.

#### **11.4 Environmental Matters:**

##### **11.4.1 Indemnification of Seller and Buyer:**

**A.** Subject to the provisions of this Agreement, and solely with respect to the Manufacturing Facilities, each Seller shall indemnify the appropriate Buyer for Environmental Damages arising solely from Pre-Closing Environmental Contamination and Pre-Closing Compliance Matters at the Manufacturing Facility operated by such Seller.

**B.** Subject to the provisions of this Agreement, and solely with respect to the Manufacturing Facilities, Buyer shall indemnify the appropriate Seller for Environmental Damages arising solely from Post-Closing Environmental Contamination and Post-Closing Compliance Matters at the respective Manufacturing Facility.

**C.** Subject to the provisions of this Agreement, including, without limitation, the next sentence, for those Environmental Damages arising from circumstances that may be considered both: (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination; or (ii) Pre-Closing Compliance Matters and Post-Closing Compliance Matters, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages arose pre- or post-Closing due to Sellers' or Buyers' actions or omissions, and each Party shall indemnify the other for its share as determined by such allocation.

**D.** Section 12.15 shall apply to any disputes between the parties as to environmental matters.

**11.4.2 Limitations on Liability.** Claims relating to environmental matters are subject to the limitations of this Section 11.4.2 and to the Deductible Amounts and Cap Amounts of Sections 11.3.2. Sellers shall not be liable under this Agreement for Environmental Claims or Environmental Damages:

**A.** Arising from Pre-Closing Compliance Matters, unless written notice of such claim has been served on the Sellers on or before eighteen (18) months following the Closing Date.

**B.** Arising from Pre-Closing Environmental Contamination, unless written notice of such claim has been served on the non-claiming Party on or before three (3) years following the Closing Date.

**C.** Arising from Pre-Closing Environmental Contamination, unless the claiming Party discovers the facts and circumstances giving rise to such claim through the conduct of a environmental investigation in order to comply with a binding order from the Competent Authority or an investigation required by law.

**D.** Where the indemnified party uses the Manufacturing Facility for a use other than or more sensitive than the industrial use in effect at the Closing, or seeks to or changes the zoning or land use classification of the Manufacturing Facility to a classification more sensitive than the industrial classification in effect at Closing.

**E.** Where such Environmental Claims or Environmental Damages would not have arisen or were increased or made more costly as a result of the Buyers or any of their respective employees, agents or contractors volunteering or disclosing information to any Competent Authority or third party without the prior written consent of the Seller.

The following shall not be deemed to be or to have been volunteering or disclosing of information for the purpose of Section 11.4.2.E:

- (i) Where the disclosure is required by any law (including any Environmental Law);
- (ii) Where the disclosure is specifically and formally required by any securities exchange or regulatory or other Competent Authority to which either Party is subject or submits wherever situated;
- (iii) Where the information is clearly in the public domain through no fault of the claiming Party; or
- (iv) Where the Seller has given prior written approval to the disclosure.

**F.** To the extent the Buyers did not take reasonable steps to avoid or mitigate any Environmental Damages, acting in a reasonable and cost-effective manner.

**11.4.3 Exclusion for Katcon Facilities.** Notwithstanding anything to the contrary contained in this Agreement, in no event shall Sellers be liable for, and Buyers shall indemnify, defend and hold harmless from and against, Environmental Claims or Environmental Damages arising from Pre-Closing Compliance Matters or

Pre-Closing Environmental Contamination incurred in respect of or related to any of the Manufacturing Facilities of Katcon.

**11.4.4 Remediation of Environmental Damage:**

**A.** Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of a Compliance Matter ("Remedy") to no less but no more than the Remediation Standards allowed by applicable Environmental Laws; such Remedial Works may be determined, in compliance with applicable Environmental Laws using risk assessment and related risk evaluation methods. Remedial work may be conducted using the most cost-effective and reasonable methods of investigation, corrective measures, remediation, abatement, and/or containment including, to the extent reasonably necessary, the use of institutional and engineering controls or deed restrictions for industrial purposes only, provided that such controls or restrictions do not unreasonably prevent or inhibit any uses of the Manufacturing Facilities that occurred as of the Closing Date, including any construction or expansion for industrial use and operations.

**B.** Where a Remedy is required pursuant to this Agreement, the non-claiming Party shall conduct such Remedy.

**C.** The conduct of a Remedy shall be as follows:

(i) The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work, which comments the non-claiming Party may elect to adopt where such comments do not significantly increase any cost or liability of the Remedy;

(ii) When requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority;

(iii) Where the Seller is the non-claiming Party, Seller shall undertake the Remedy promptly, Seller will take all reasonable steps to avoid interfering with Buyer's operation or use of the Manufacturing Facility, and Buyer will reasonably cooperate with Seller including providing access to the Manufacturing Facility and the use of utilities in the conduct of the Remedy;

(iv) Where applicable the non-claiming Party shall provide to the claiming party copies of all relevant correspondence sent to and received from a Competent Authority, and keep the claiming Party reasonably apprised of the progress of the conduct of the Remedy; and

(v) The conduct of the Remedy shall be deemed complete when, as the case may be:

(1) The non-claiming Party has received approval at the completion of the Remedy by an applicable Competent Authority; or

(2) Subject to Section 11.4.4.A of this Agreement, the remedy meets the Remediation Standards which are allowed by applicable Environmental Laws.

**11.5 Indemnification Procedure.** The obligations of any indemnifying party to indemnify any indemnified party under Sections 11.3.1 or 11.3.2 with respect to Indemnifiable Losses resulting from the assertion of liability by third parties (including Governmental Authorities) (an "**Indemnification Claim**"), shall be subject to the following terms and conditions:

**11.5.1** Any party against whom any Indemnification Claim is asserted shall give the party required to provide indemnity hereunder written notice of any such Indemnification Claim promptly after learning of such Indemnification Claim (with such notice satisfying the requirements of this Section 11.5.1), and the indemnifying party may, at its option, undertake the defense thereof by representatives of its own choosing and shall provide written notice of any such undertaking to the indemnified party. Failure to give prompt written notice of an Indemnification Claim hereunder shall not affect the indemnifying party's obligations under this Article 11, except to the extent that the indemnifying party is actually prejudiced by such failure to give prompt written notice. Any written notice delivered by the indemnified party to the indemnifying party seeking indemnification pursuant to this Agreement with respect to Indemnifiable Losses shall set forth, with as much specificity as is reasonably practicable, the basis of the claim for Indemnifiable Losses, the sections of this Agreement which form the basis for the claim, copies of all material written materials relating to such claim and, to the extent reasonably practicable, a reasonable estimate of the amount of the Losses that have been or may be sustained by the indemnified party. The indemnified party shall, and shall cause its employees and representatives to, cooperate with the indemnifying party in connection with the settlement or defense of such Indemnification Claim and shall provide the indemnifying party with all available information and documents concerning such Indemnification Claim. If the indemnifying party, within ninety (90) days after written notice of any such Indemnification Claim, fails to assume the defense of such Indemnification Claim, the indemnified party against whom such claim has been made shall (upon further written notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk, and at the expense, of the indemnifying party, subject to the right of the indemnifying party to assume the defense of such Indemnification Claim at any time prior to settlement, compromise or final determination thereof upon written notice to the indemnified party.

**11.5.2** Anything in this Section 11.5 to the contrary notwithstanding: (i) the indemnified party shall not settle a claim for which it is indemnified without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed; and (ii) the indemnifying party shall not enter into any settlement or compromise of any action, suit or proceeding, or consent to the entry of any judgment for relief other than monetary damages to be borne by the

indemnifying party, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

**11.5.3 Indemnification Payments.** All payments under this Article 11 shall be treated as adjustments to the Purchase Price.

**11.6 Mitigation.** Notwithstanding any other provision of this Agreement, in no event shall a Party be entitled to indemnification pursuant to this Agreement to the extent any Indemnifiable Losses were attributable to such Party's own gross negligence or willful misconduct or to the extent such Indemnifiable Losses could have reasonably been avoided by an indemnified party, or the damage to such indemnified party from such Indemnifiable Losses reasonably could have been mitigated.

**12. MISCELLANEOUS:**

**12.1 Fees and Expenses.** Delphi, on behalf of Sellers, on the one hand, and Buyer Parent, on behalf of Buyers, on the other hand, will each bear its own expenses and the expenses of its Affiliates in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby, including their respective brokers' or finders' fees and all fees and expenses of their respective counsel, auditors, consultants and other representatives. Buyer Parent, on behalf of each Buyer, will be solely responsible for: (i) all expenses in connection with its due diligence review of the Business, including, without limitation, surveys, title work, title inspections, title searches, environmental testing or inspections, building inspections, UCC lien and other searches; and (ii) any cost in connection with notarization, registration or recording of this Agreement or an Ancillary Agreement required by applicable Law.

**12.2 Bulk Sales Laws.** Buyer Parent on behalf of each Buyer waives compliance by Delphi and Sellers with any applicable bulk sales Law.

**12.3 Payments in Dollars.** Except as otherwise provided in this Agreement or an Ancillary Agreement, all payments pursuant hereto will be made by wire transfer in U.S. Dollars in same day or immediately available funds.

**12.4 Amendment.** This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by the duly authorized representative or officer of the Parties.

**12.5 Assignment.** This Agreement will be binding on and inure to the benefit of the successors and assigns of each Party, provided, that no assignment of any rights or obligations hereunder will be made by any Seller or Buyer without the written consent of the other Party, except the assignment of this Agreement by a Filing Affiliate to a succeeding entity following such Filing Affiliate's emergence from Chapter 11 (which assignment will not require the other Party's consent).

**12.6 Waiver.** Any waiver by Sellers or Buyers of any breach or of a failure to comply with any provision of this Agreement: (i) will be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) will not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b)

waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided in this Agreement, any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

**12.7 Notices.** Any notice, request, consent or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given or served for all purposes: (i) when personally delivered; (ii) on the first (1st) Business Day after sent by a nationally or internationally recognized overnight courier service with signature to the recipient at the address below indicated; (iii) on the third (3rd) Business Day after sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent if sent by facsimile with confirmation of receipt:

**If to any Buyer:** **BIENES TURGON S.A. de C.V.**

Manuel Ordóñez  
Santa Catarina, Nuevo Leon, Mexico 66350  
Attn: Carlos Turner  
Tel.: (52) 81 80 44 40 24  
Fax.: (52) 81 83 90 90 97

**With a copy to:**

**BUTZEL LONG**  
Stoneridge West  
41000 Woodward Avenue  
Bloomfield Hills, Michigan 48304  
Attn: Michael F. Golab  
Tel.: (248) 258-7854  
Fax.: (248) 258-1439

**If to Delphi:**

**DELPHI CORPORATION**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: Steve Olsen, M&A  
Fax No.: +1 248-813-2599

**With a copy to:**

**DELPHI CORPORATION**  
European Headquarters – Legal Department  
ZAC Paris Nord II  
64, avenue de la Plaine de France  
BP 65059 – Tremblay en France  
95972 Roissy CDG Cedex  
France  
Attn: General Counsel Europe  
Fax No.: +33 1-5648-6939

provided, however, if either Party will have designated a different addressee by notice, then to the last addressee so designated.

**12.8 Entire Agreement.** This Agreement, together with the Ancillary Agreements and the Confidentiality Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

**12.9 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures will be treated as originals.

**12.10 Publicity.** Except as required by Law (and then only after prior consultation with the other Party) or in connection with the Bankruptcy Cases, neither Party (nor any of the other Buyers and Sellers) will issue any press release or make any public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party (not to be unreasonably withheld, delayed or conditioned). Any press release or public announcement will take into account the obligation to provide prior information to Sellers' relevant works council and union representatives, in accordance with applicable law and past practice of Seller.

**12.11 Headings.** The headings contained in this Agreement are for convenience only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof.

**12.12 Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable: (i) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**12.13 Third Parties.** Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any Person, other than the Parties, their Affiliates (whether incorporated or yet to be incorporated after this Agreement) and their respective permitted successors or assigns, any Claims, rights or remedies under or by reason of this Agreement.

**12.14 Governing Law.** This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Michigan, and to the extent applicable the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

**12.15 Dispute Resolution:**

**12.15.1** Seller and Buyer will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for

such negotiation by either party to the other, either party may make a written demand (the "Demanding Party") for formal dispute resolution (the "Notice") and specify therein in reasonable detail the nature of the dispute. Within fifteen (15) business days after receipt of the Notice, the receiving party (the "Defending Party") shall submit to the other a written response. The Notice and the response shall include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) business days after such written notification, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 12.15.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**12.15.2** To the extent they remain unresolved through the procedure set forth in Section 12.15.1 above, all disputes arising out of or in connection with this Agreement or any of the Ancillary Agreements shall be submitted to the Bankruptcy Court. The Parties agree that the Bankruptcy Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this Agreement and of each of the Ancillary Agreements. Notwithstanding anything in this Agreement or any Ancillary Agreement to the contrary, to the extent (i) both parties agree or (ii) the Bankruptcy Court refuses to hear any case arising out of or in connection with this Agreement or any Ancillary Agreement, such dispute shall then be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be in Detroit, Michigan and the proceedings shall be conducted in English.

**12.16 No Right of Setoff.** Neither Party nor any of its Affiliates may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed to it under this Agreement or any Ancillary Agreement against any amounts owed under this Agreement or any Ancillary Agreement by such Person to the other Party or any of such other Party's Affiliates.

**12.17 Risk of Loss.** Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets or the Business will be borne exclusively by Sellers.

**12.18 Prorations.**

**12.18.1** To the extent that any Seller makes any payment relating to the Business prior to, on or after the Closing Date with respect to any item listed in Section 12.18.2 below relating to periods on or after the Closing Date, Buyer will reimburse such Seller for a portion of such payment equal to the amount paid by such Seller multiplied by a fraction the numerator of which is the number of days in the applicable billing period from and including the Closing Date to the end of the billing period and the denominator of which is the entire number of days in the applicable billing period; and

**12.18.2** To the extent Buyer is required to make any payment relating to

the Business following the Closing Date with respect to any item listed below relating to periods prior to the Closing Date, Seller will reimburse such Buyer for a portion of such payment equal to the amount paid by such Buyer multiplied by a fraction the numerator of which is the number of days in the applicable billing period ending on the Closing Date and the denominator of which is the entire number of days in the applicable billing period:

- A.** Water, wastewater treatment, sewer charges and other similar types of charges with respect to the Business;
- B.** Electric, fuel, gas, telephone and other utility charges;
- C.** Regarding Global Sale Employees, payroll expenses (excluding vacation pay) and other employee-related payments (of whatever kind) or assessments and installments on special benefit assessments;
- D.** Reimbursable employee business expenses of Global Sale Employees ; and
- E.** Payments and charges due under any Contract (other than pursuant to Collective Bargaining Agreements, Employee Benefit Plans and employee payroll-related items except as set forth in Sections 6.6), Permit, commitment or other binding arrangement to which any Seller is a party or is obligated and which are being assigned to a Buyer pursuant to this Agreement.

**12.19 Enforcement of Agreement.** The Parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

*[Remainder of the page left Intentionally blank.]*

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first above written.

**DELPHI CORPORATION**

By: Stephen H. Olsen  
Name: Stephen H. Olsen  
Title: M&A Director

**BIENES TURGON S.A. de C.V.**

By: \_\_\_\_\_  
Name:  
Title:

The following U.S. Persons sign this Agreement solely with respect to the Acquired Assets being bought or sold by such Person.

**DELPHI AUTOMOTIVE SYSTEMS LLC**

By: Stephen H. Olsen  
Name: Stephen H. Olsen  
Title: M&A Director

**DELPHI TECHNOLOGIES, INC.**

By: Stephen H. Olsen  
Name: Stephen H. Olsen  
Title: M&A Director

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first above written.

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**BIENES TURGON S.A. de C.V.**

By: \_\_\_\_\_  
Name:   
Title: *CARLOS TURNER  
DIRECTOR, BUSINESS DEVELOPMENT*

The following U.S. Persons sign this Agreement solely with respect to the Acquired Assets being bought or sold by such Person.

**DELPHI AUTOMOTIVE SYSTEMS LLC**

By: \_\_\_\_\_  
Name: :  
Title:

**DELPHI TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULES

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**SCHEDULE 1**

**DETAILS OF SELLERS AND BUYERS**

<b><u>MANUFACTURING FACILITIES</u></b>	<b><u>ASSET/SHARE</u></b>	<b><u>ASSET SELLER</u></b>	<b><u>SECURITIES SELLER</u></b>	<b><u>SALE COMPANY</u></b>	<b><u>BUYER</u></b>
Mexico: Santa Catarina District, Monterrey Guadalupe District, Monterrey	Share	n/a	Delphi Controladora, S.A. de C.V. de C.V. (40% JV)	Katcon, S.A. de C.V.	To be provided 10 days prior to Closing
Valencia, Venezuela					
Port Elizabeth, South Africa	Share	n/a	Delphi Holdings Luxembourg S.à.r.l. (100%)	Delphi South Africa (Proprietary) Ltd.	To be provided 10 days prior to Closing
Shanghai, China	Asset	Shanghai Delphi Emission Control Systems Co., Ltd.	n/a	n/a	To be provided 10 days prior to Closing
Clayton, Australia	Asset	Delphi Automotive Systems Australia Limited	n/a	n/a	To be provided 10 days prior to Closing
Gurgaon, India	Asset	Delphi Automotive Systems Private Ltd.	n/a	n/a	To be provided 10 days prior to Closing
Blonie, Poland	Asset	Delphi Poland S.A.	n/a	n/a	To be provided 10 days prior to Closing
<b>TECHNICAL CENTERS:</b>					
Bascharage, Luxembourg	Asset	Delphi Automotive Systems Luxembourg S.A.	n/a	n/a	To be provided 10 days prior to Closing
Flint/Auburn Hills, Michigan	Asset	Delphi Automotive Systems LLC	n/a	n/a	To be provided 10 days prior to Closing
<b>TECHNOLOGY:</b>					
Troy, Michigan	Asset	Delphi Technologies, Inc.	n/a	n/a	To be provided 10 days prior to Closing

**SCHEDULE 3.5.1**

**ALLOCATION OF PRELIMINARY PURCHASE PRICE**

The Preliminary Purchase Price shall be allocated as follows:

		<b>Purchase Price Allocation \$ USD MM</b>
1.	Katcon, S.A. de C.V. - Sale of Shares	2.4
2.	Delphi South Africa (Proprietary) Ltd. Sale of Shares	2.0
3.	Shanghai Delphi Emission Control Systems Company, Ltd. (China) Sale of Assets	4.2
4.	Delphi Automotive Systems Australia Ltd. Sale of Asset	3.3
5.	Delphi Automotive Systems Pvt. Ltd. Maharashtra, India Sale of Assets	0.2
6.	Delphi Poland S.A.	4.7
7.	Delphi Automotive Systems Luxembourg S.A.	0.05
8.	All Acquired Assets of Filing Affiliates.	0.15
	<b>Total</b>	17.0

**Exhibit 2**

## Schedule of Cure Amounts

<b>Party</b>	<b>Contract</b>	<b>Cure Amount</b>
Borla Romcat S.A.	License and Technical Assistance Agreement between Delphi Automotive Systems LLC and Borla Romcat S.A., dated February 28, 1999	\$0
Sango Co., Ltd.	License Agreement between Sango Co., Ltd. and Delphi Automotive Systems LLC, dated March 14, 2003	\$0
Katcon S.A. de C.V.	Technical Information and Assistance Agreement Amendment between Delphi Technologies, Inc and Katcon, S.A. de C.V. dated May 2, 2000	\$0

**Exhibit 3**

**SCHEDULE 3.5.1**

**ALLOCATION OF PRELIMINARY PURCHASE PRICE**

The Preliminary Purchase Price shall be allocated as follows:

		<b>Purchase Price Allocation \$ USD MM</b>
1.	Katcon, S.A. de C.V. - Sale of Shares	2.4
2.	Delphi South Africa (Proprietary) Ltd. Sale of Shares	2.0
3.	Shanghai Delphi Emission Control Systems Company, Ltd. (China) Sale of Assets	4.2
4.	Delphi Automotive Systems Australia Ltd. Sale of Asset	3.3
5.	Delphi Automotive Systems Pvt. Ltd. Maharashtra, India Sale of Assets	0.2
6.	Delphi Poland S.A.	4.7
7.	Delphi Automotive Systems Luxembourg S.A.	0.05
8.	All Acquired Assets of Filing Affiliates.	0.15
	<b>Total</b>	17.0